



Advocates for Quality Development

FOR the ZEO & Lake Overlay
February 19, 2008




Who Supports Zoning?

- AQD
- FOLKS
- Upstate Forever-Cites doubling of Upstate's developed areas
- Mr. Surret to preserve I-85 economic viability
- Oconee residents through the **Oconee by Choice** Visioning Process led by an independent consultant
- Oconee businesses through the **Economic Development Strategic Plan**. The **number one** stakeholder response.
- Overwhelming majority of **residents** living near Lake Keowee who would be impacted by the lake overlay



Misunderstandings & Misrepresentation

- The lake overlay does **NOT** zone—allows everything from hotels to horse pastures, townhouses to tanning salons.
It simply puts a ceiling on greed.
- Lake overlay imposes only three performance standards
 - * Height—less than 65 feet (*Average height of tree canopy*)
 - * Density—less than 4 net residential units per acre
 - * Lake buffer—25-foot natural vegetation at shoreline
- Property owners within boundary would vote in overlay **TODAY!**
In a few days, more than 1,000 Oconee County property owners signed a petition for the overlay posted on AQD website



Misunderstandings & Misrepresentation

- Lake overlay impacts **NO PROPERTY** outside its boundaries
- State mandates a ZEO for **ENTIRE** county to allow any part to zone
- ZEO opponents are denying every county resident the right to decide what property protections are best for his/her neighborhood.
- Does ZEO curtail freedom? Only for big developers who can now steam roll projects without any regard for infrastructure strain, public safety, ecology, and long-term costs & consequences

Other SC Communities Protect Lakes

<p>Pickens County- Lakes Keowee, Jocassee, Hartwell <i>Land performance standards</i></p>	<p>YES-As height > distance from lake > YES-50-foot building setback from lakes YES-Open space minimums YES-Set residential buffers required</p>
<p>Lexington County- Lake Murray <i>Restrictions within 1,000 feet of lake Zoning adopted</i></p>	<p>YES-Lower height control ratio for lake YES-Rules for marinas, dry-storage YES-Limits density by road type YES-Special buffers protect residential</p>
<p>Greenwood- Lake Greenwood <i>Zoning adopted</i></p>	<p>YES-Max. building height 35-45 ft. YES-50-foot building setback from lake YES-Open space ratio for higher density YES-Density/buffers set for districts</p>
<p>Oconee County- Lakes Keowee & Jocassee</p>	<p>NO-Height /density limits NO-Lake building setback NO-Open space minimum NO-Set residential buffers</p>

Scary Future If Overlay Is Lost

- 80+ Lake Keowee parcels may be prime for high-density or high-rise development
- Big-time developers from Myrtle Beach, Georgia & Florida eager to stake claims on **unprotected land**
- If lake overlay lost, the County IS acting in interests of special interest group—developers—& against vast majority of taxpayers who own property near the lake




County Rebuffed Other Ideas

- A year ago, stakeholders met—no one denied the need to control the height of buildings. **Nothing happened.**
- AQD suggested we adopt Pickens approach and add height ratios & building setbacks. **No action.**
- County attorney recommended shadow standards designed to prohibit structures from cutting off neighbor's air & sunlight. **No action.**
- AQD asked that density/height limits be tied to location and type of road—arterial, connector or local. **No action.**
- **Lake overlay is the only protection left.**

Bigger Fear—ZEO or Developers?

- ZEO—The People Rule
 - Developed and administered locally
 - Open and responsive to public input and voter action
 - Citizen-initiated based on specific requests by district
 - Protects Oconee County and all existing lifestyles
- Developers—\$\$\$ Rule
 - Decisions are made in private/secret
 - Control is in hands of out-of-state/town players
 - Cost cutting may drive decisions
 - Import subcontractors, skilled labor
 - Profits leave Oconee, problems remain, taxes increase
 - They're in charge of our future unless controlled

NO ZEO – FREEDOM FOR SPECIAL INTERESTS
who may have no stake in Oconee's welfare or future



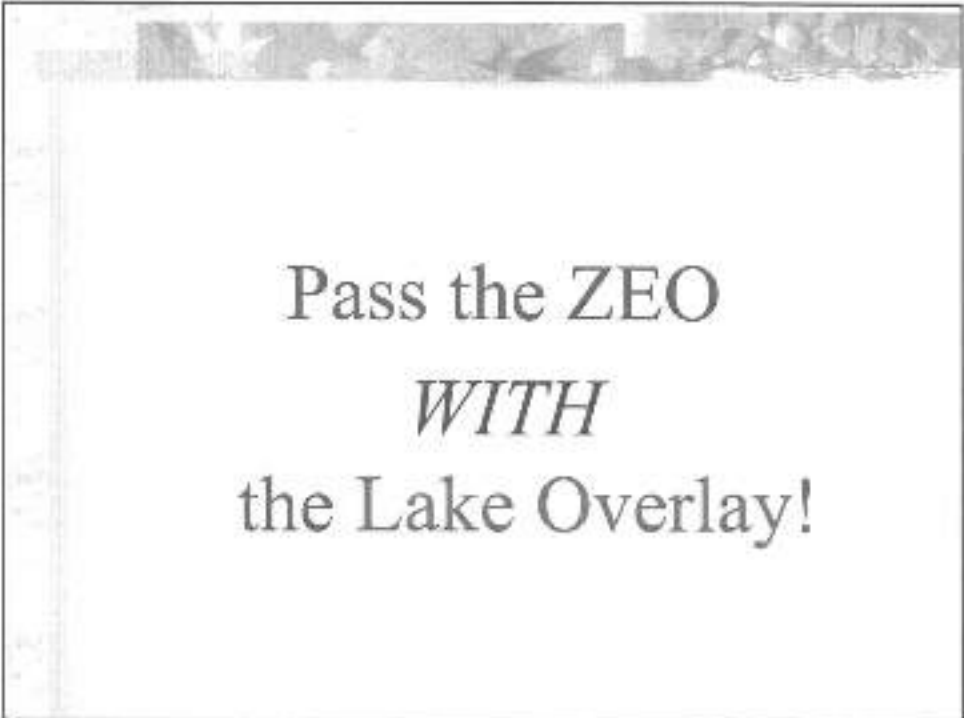
Why The Rush?

- Unchecked development is knocking
 - Stumphouse Mountain
 - MonteLago
 - Chickasaw
 - South Cove neighborhoods
- Without ZEO, those who want protection are prohibited, and their safety, quality of life, and economic investments are at risk
- While the ZEO only enables zoning by district, it sends a message that Oconee County intends to defend itself



A Call To Action

- Zoning doesn't threaten our quality of life—it protects it. Council has the obligation to preserve the best of Oconee County for our children & grandchildren.
- Please don't let a few negative comments deter you from doing what the majority wants and independent consultants agree the County needs. Today, we still have a chance to control our growth and our future. Take it, or developers will seize the reins.
- It is time for Council to **lead** in providing the safeguards and proactive planning we need lest we be saddled with reactive mitigation.



Pass the ZEO
WITH
the Lake Overlay!

Oconee County Regular Meeting
Extended Public Comment Session
February 19, 2008
Prepared Comments by David Nabors

Dear Sirs,

My name is David Nabors and I wish to speak at the next County Council Meeting regarding issues with the Pickett Post Camp Oak Volunteer Fire Department. I have been an active member since 1992 and enjoy helping the community.

In the last year and a half it has become increasingly more difficult to tolerate the mistreatment of myself by the chief and captain and their family members. In November of 2007, I mailed a registered letter to the fire department requesting a copy of the bank statement. I paid for and received a list copy of the bank statement for 2006-2007, but it did not list who any of the check were written to. I and several other members had previously requested a bank statement only to be told that it was none of our business or we were given a balance statement or a copy of the deposits for a particular period. We were never given a monthly bank statement detailing where all the money was spent.

At the December fire meeting I told the Fire chief, John Roach, that I wanted a copy of where the checks were written to and he said that it was none of my business. I informed him that I had a right to this information and told him that if he would not give me this information that I would get a lawyer and sue him. I was then physically chased by him and his family out of the fire department. I called the Oconee County Sheriff's Department because I thought they were going to assault me. As a taxpaying citizen of Oconee county for the last 19 years, I and probably all other taxpayers expect any organization who receives tax dollars as part of their funding to be forthcoming and open about where the money was spent and what it was for. Thank you.

Beth Hulse

From: Beth Hulse
Sent: Wednesday, February 20, 2008 3:28 PM
To: 'dn1407@charter.net'
Subject: RE: [SPAM] Fwd: County Council Meeting

Mr. Nabors - thank you for your presentation to council last night. What you read was more detailed than the statement below.

Would you please either email, mail or fax [864-718-1024] to me so that I may include your full statement as part of the minutes.

Again thanks.

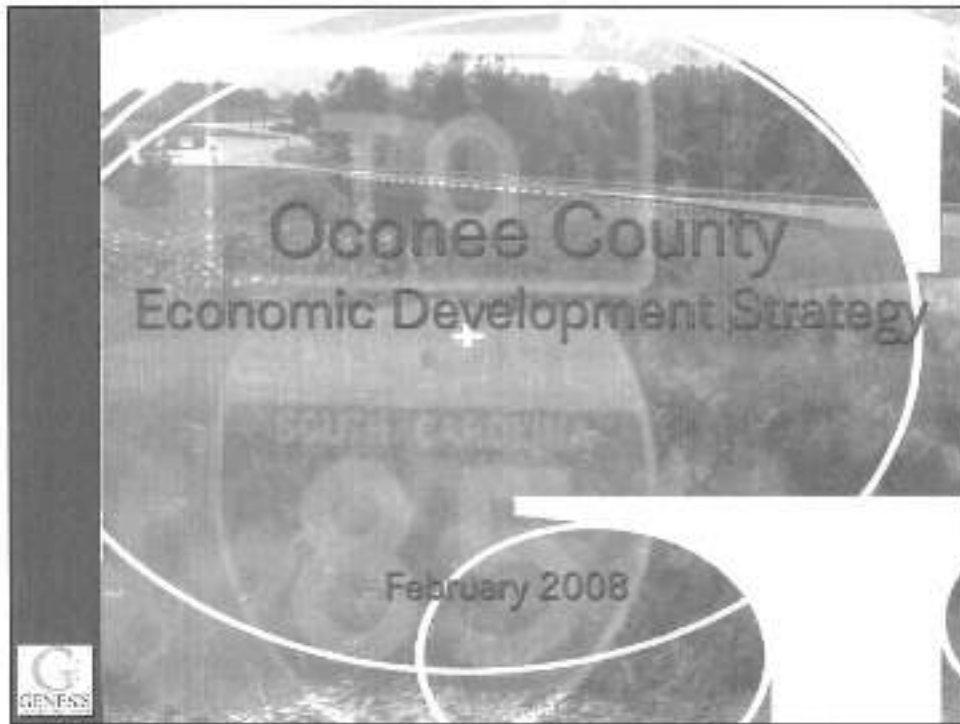
Beth Hulse
Clerk to Council
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@coconeesc.com

-----Original Message-----

From: dn1407@charter.net [mailto:dn1407@charter.net]
Sent: Wednesday, February 13, 2008 10:18 PM
To: Beth Hulse
Subject: [SPAM] Fwd: County Council Meeting
Importance: Low

> Date: Wed, 13 Feb 2008 17:36:20 -0800
> From: <dn1407@charter.net>
> To: bhulse@coconeesc.com
> Subject: County Council Meeting

>
> Dear Sirs,
>
> My name is David Nabors and I wish to speak at the next County Council Meeting regarding issues with the Pickett Post Camp Oak Volunteer Fire Department. I have been an active member since 1992 and enjoy helping the community. In the last year and a half it has become increasingly more difficult to tolerate the mistreatment of myself by the chief and captain and their family members. In November of 2007, I mailed a registered letter to the fire department requesting a copy of the bank statement. I paid for and received a list copy of the bank statement for 2006-2007, but it did not list who any of the check were written to. I and several other members had previously requested a bank statement only to be told that it was none of our business or we were given a balance statement or a copy of the deposits for a particular period. We were never given a monthly bank statement detailing where all the money was spent. At the December fire meeting I told the Fire chief, John Roach, that I wanted a copy of where the checks were written to and he said that it was none of my business. I informed him that I had a right to this information and told him that if he would not give me this information that I would get a lawyer and sue him. I was then physically chased by him and his family out of the fire department. I called the Coconee County Sheriff's Department because I thought they were going to assault me. As a taxpaying citizen of Coconee county for the last 19 years, I and probably all other taxpayers expect any organization who receives tax dollars as part of their funding to be forthcoming and open about where the money was spent and what it was for. Thank you.



Background – Jim Alexander

1. Strategic Plan
2. Communications/PR
3. Industrial Development
4. Tourism

Oconee County, SC

Major Roads

Scale

Genesis Consulting Group

Jim Morris



Strategic Planning Process

- Communities Plan
- Steering Committee
- County Assessment
- SWOT Analysis
- Questionnaire
- Stakeholder Meeting
- Plan to Steering Committee



Recommendations

- Communication and Public Awareness
- Responsibilities of EDC
- Cooperation and Coordination
- Preferred Development Areas and Infrastructure




Communication and Public Awareness

- Mission of the EDC
- Public Information Officer

The mission of the Economic Development Commission in Oconee County is to improve the quality of life for the citizens of Oconee through the proactive efforts of the Commission.






Responsibilities of the EDC

Retail and Commercial Development

- Assess the Structure of the EDC
- Responsibilities of the EDC
- Industrial Development Initiatives



Cooperation and Coordination

- Water and Sewer Coordination
- Industrial/Commercial Brokers
- Clemson University Cooperation
- Tri-County Tech Relationship
- Local School District and EEDA
- Public/Private Visitors Bureau

Preferred Development Areas and Infrastructure

- Define I-85 Corridor Growth Area
- Concept Plan and Zoning
- Utilities Availability and Capacity



Imperatives

- I-85 Infrastructure and Development
- Improve Product
- Implement first phase of Golden Corner Commerce Park
- County-wide PR Effort



Thank you



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 19,
2008
COUNCIL MEETING TIME: 6:00PM

ITEM TITLE OR DESCRIPTION:

Project Golden FILOT Agreement

BACKGROUND OR HISTORY:

Project Golden plans to invest at least \$5.0M in the next 5 years and is seeking a Fee-In-Lieu-Of-Tax (FILOT) Agreement. At this point it appears the investment will be over the \$5.0M by at least \$500,000.

SPECIAL CONSIDERATIONS OR CONCERNS

A Cost Benefit Analysis is attached and shows a Benefit to Cost ratio of 4:1 for year 1 and a 1:1 ratio over 20 years based on Net Present Value.

Remember that jobs are not required to request a FILOT. In this case we expect at least 50 jobs to be created within 2 years. These jobs are projected to pay approximately \$14.85/hr. This equates to approximately \$30,900/year.

50 jobs X \$30,900 equates to \$1,545,000 in new wages.

STAFF RECOMMENDATION:

Approve.

FINANCIAL IMPACT:

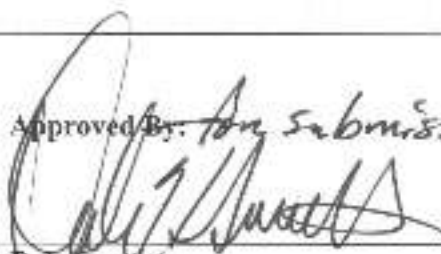
Approximately 50 new jobs are expected to be part of this project. Wage information is provided above.

ATTACHMENTS:

Cost Benefit Analysis.

Submitted or Prepared by:

James W. Alexander
(Economic Development Commission)

Approved By: *on submission to Council!*

Dale Surratt,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2008-01**

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND THE OWNER OF PROJECT GOLDEN WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, OCONEE COUNTY, SOUTH CAROLINA (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Chapter 44 of Title 12, Code of Laws of South Carolina 1976, as amended (the "Act"), to provide incentives in order to cause properties (which properties constitute "economic development property" as defined in the Act) to be acquired and to enter into agreements with any industry whereby the industry would pay fees-in-lieu-of taxes with respect to such properties; through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the Act, and in order to induce certain investment in the County, the County did previously enter into an Inducement Agreement dated as of January 8, 2008 (the "Inducement Agreement") with the owner of Project Golden (the "Company") with respect to the acquisition, installation and construction of certain land, improvements, fixtures, machinery, equipment, furnishings and other tangible personal property to constitute a manufacturing facility in the County (the "Project"), all as more fully set forth in the Inducement Agreement; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the Act and that the Project would serve the purposes of the Act; and

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to enter into a Fee in Lieu of Tax Agreement, to be dated as of the first day of the month of its delivery, with the Company (the "FILOT Agreement"), whereby the County would provide therein for a payment of fee in lieu of taxes by the Company with respect to the Project; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the FILOT Agreement which the County proposes to execute and deliver; and

WHEREAS, it appears that the document above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. It is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a "project" and "economic development property" as said terms are referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The terms and provisions of the Inducement Agreement are incorporated herein and made a part hereof;

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(d) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, i.e., economic development, retention of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(f) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the FILOT Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the FILOT Agreement were set out in this Ordinance in its entirety. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name of and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company and cause a copy of the FILOT Agreement to be delivered to the Oconee County Auditor, Treasurer and Assessor. The FILOT Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of FILOT Agreement now before this meeting.

Section 3. The Chairman of County Council, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the FILOT Agreement and the performance of all obligations of the County under and pursuant to the FILOT Agreement.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

Done in meeting duly assembled this _____ day of _____, 2008.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council of
Oconee County, South Carolina

Attest:

By: _____
Clerk, County Council of
Oconee County, South Carolina

First Reading: January 8, 2008
Second Reading: February 19, 2008
Third Reading: _____, 2008

Public Hearing: _____, 2008

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 2008, _____, 2008 and _____, 2008, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Oconee County

Dated: _____, 2008

Project Name: Project Golden
 County: Deane
 Manufacturing (yes/no): yes
 SIC: 35

Investment & Operations		
New Building (Construction)	\$	2,900,000
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Control)	\$	3,250,000
Utilities (If publicly owned)	\$	-
Annual estimated cost of operational supplies	\$	-

Project Multipliers	
Low Income Multiplier?	70
Income	1.00
Investment - Construction	1.00
Investment - Machinery	0.20
Employment (Total Jobs / Direct Jobs)	1.00
Average Annual Salary (State or County)	\$25,398

Employment		
Employees		50
Avg. Hourly Wage	\$	14.85
Avg. Salary	\$	29,700
Total Direct Payroll	\$	1,485,000
Total Direct & Indirect Payroll	\$	1,485,000
Percent New Residents		2%

Employment Impacts	
Employment - Direct	50
Employment - Indirect	0
Total Employment Impact	50
Discount Rate	6.50%

Taxes	
Multi-county Park (Yes/No)	yes
Economic Impact Zone (Yes/No)	no
Is "fee in lieu of taxes" offered (If PILOT, Assessment type)	yes
If PILOT, is village locked (yes/no)	no
Special Source (%)	0%
Length (yrs.)	20

Year 1

Year 2 Year 3 Year 4 Year 5

Local Government Cost		
Site Acquisition	\$	-
Site Preparation	\$	-
Site Utilities		
Special Incentives		
Equipment / Machinery		
Special Development Financing		
Consulting Services / Special Studies		
Waived Fees / Penalties		
Streamlined Approvals		

General County Information

County Population		70,567
County Per Capita Income		22552
County Operating Budget (not including schools)		405.54
Average Per Capita Cost for County Services	\$	28,617.965
Local Option Sales Tax Rate (0.1%, or 2%)		0%
Multi-county Park Split		1%
Gross Retail Sales in County	\$	1,142,000,000
Per Capita Retail Sales	\$	16,183
Retail Sales per \$\$\$ of Income	\$	0.72
County Ordinary Millage		0.070
Millage other than County Ordinary		0.134
Annual Millage Growth		1.0%
Assessed Value for Average Single Family Home	\$	5,258
Assessed Value of Rental Property	\$	5,120
Assessed Value of Multi-family housing	\$	
% Residents that Own		78%
% Residents that Rent		8%
% Residents in multi-family housing		0%
Average Number of Persons per Household		2.379
Average Number of School Age Children Per Household		0.35
Average Local Public School Cost Per Pupil		5,918
Average State Cost Per Pupil	\$	3,293
Inflation factor		3%
Average cost of an automobile	\$	15,000
% Construction materials bought locally		50%
% Operating materials bought locally		80%

Cost/Benefit Analysis
Project Golden
Oconee

Project Data

New Building (Construction)	\$	2,300,000
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Cost)	\$	3,250,000
Employees		50
Avg. Hourly Wage	\$	14.85
Avg. Salary	\$	29,700
Total Direct Payroll	\$	1,485,000

Project Multipliers

Income		1.00
Investment -- Construction		1.60
Investment -- Machinery		0.20

Employment Impacts

Employment -- Direct		50
Employment -- Indirect		0
<u>Total Employment Impact</u>		<u>50</u>

Net Costs

	<u>Year 1</u>	<u>20-Year NPV</u>
Local	\$ 14,787	\$ 408,380
<u>Total State & Local Costs</u>	<u>\$ 14,787</u>	<u>\$ 408,380</u>

Net Benefits

Local	\$ 58,809	\$ 317,448
Local Economy	\$ 3,992,275	\$ 19,319,696
<u>Total Local Benefits</u>	<u>\$ 4,051,083</u>	<u>\$ 19,637,144</u>

	Year 1	20-Year NPV
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ 9,502	\$ 237,182
MCP Split	\$ 731	\$ 7,183
Special Source	\$ -	\$ -
Gov't Services	\$ 1,447	\$ 120,745
Education Costs	\$ 3,107	\$ 43,269
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 14,787	\$ 408,380
Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 73,058	\$ 718,348
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ 50	\$ 698
Single Family - (Rental)	\$ 5	\$ 70
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ 482	\$ 6,712
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
Total Value of Benefits	\$ 73,596	\$ 725,828
Net Local Benefits	\$ 58,809	\$ 317,448
Local Benefit/Cost Ratio	4:1	1:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 3,992,275	\$ 19,319,696

Private Benefits		Year 1	Year 2	Year 3	Year 4	Year 5
Payroll -- Direct			\$742,500	\$1,529,550	\$1,575,437	\$1,622,700
Payroll -- Indirect			\$0	\$0	\$0	\$0
Retail activity (New Residents)	\$	24,275	\$ 25,003	\$ 25,753	\$ 26,526	\$ 27,322
Retail activity (Additional Payroll)		0	\$ 507,811	\$ 1,071,844	\$ 1,104,000	\$ 1,137,120
New Building -- Direct		\$1,334,000	\$0	\$0	\$0	\$0
New Building -- Indirect		\$1,334,000	\$0	\$0	\$0	\$0
Machinery & Equipment -- Direct		\$650,000	\$0	\$0	\$0	\$0
Machinery & Equipment -- Indirect		\$650,000	\$0	\$0	\$0	\$0
Total Local Economy	\$	3,992,275	\$ 1,275,314	\$ 2,627,147	\$ 2,705,962	\$ 2,787,141

Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
\$1,671,381	\$1,721,522	\$1,773,168	\$1,826,363	\$1,881,154	\$1,937,588	\$1,995,716	\$2,055,587	\$2,117,255
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$ 28,141	\$ 28,985	\$ 29,855	\$ 30,751	\$ 31,673	\$ 32,623	\$ 33,602	\$ 34,610	\$ 35,648
\$ 1,171,233	\$ 1,206,370	\$ 1,242,561	\$ 1,279,838	\$ 1,318,233	\$ 1,357,780	\$ 1,398,514	\$ 1,440,469	\$ 1,483,683
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$ 2,870,755	\$ 2,956,878	\$ 3,045,584	\$ 3,136,951	\$ 3,231,060	\$ 3,327,992	\$ 3,427,831	\$ 3,530,666	\$ 3,636,586

Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Value
\$2,180,773	\$2,246,196	\$2,313,582	\$2,382,989	\$2,454,479	\$2,528,113	\$3,605,956
\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$ 36,718	\$ 37,819	\$ 38,954	\$ 40,123	\$ 41,326	\$ 42,566	\$338,065
\$ 1,538,194	\$ 1,574,039	\$ 1,621,261	\$ 1,669,898	\$ 1,719,995	\$ 1,771,595	\$12,651,853
\$0	\$0	\$0	\$0	\$0	\$0	\$1,252,582
\$0	\$0	\$0	\$0	\$0	\$0	\$1,252,582
\$0	\$0	\$0	\$0	\$0	\$0	\$610,329
\$0	\$0	\$0	\$0	\$0	\$0	\$610,329
\$ 3,745,684	\$ 3,858,055	\$ 3,975,796	\$ 4,095,010	\$ 4,215,800	\$ 4,342,274	\$19,319,696

DRAFT

FEE IN LIEU OF TAX AGREEMENT

among

OCONEE COUNTY, SOUTH CAROLINA

a _____

and

a _____

Dated as of March 1, 2008

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EXHIBIT A – FORM OF NON-DISCLOSURE STATEMENT

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (this "Agreement") made and entered into as of March 1, 2008 by and among **OCONEE COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and _____, a _____ and _____, a _____ (collectively, the "Companies").

WITNESSETH:

WHEREAS, Chapter 44 of Title 12 Code of Laws of South Carolina 1976, as amended (the "Act"), empowers the several counties of the State of South Carolina to enter into agreements with industry whereby the industry would pay fees in lieu of *ad valorem* taxes with respect to qualified economic development property; through which powers the industrial development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State of South Carolina and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, in accordance with an inducement resolution adopted January 8, 2008 by Oconee County Council, and the related Inducement Agreement between the Companies and the County dated as of the same date (the "Inducement Agreement"), the Companies (through _____, as owner of the real property and improvement thereon and certain personal property, and _____, as owner of the majority of the personal property and operator of the business enterprise) desire to provide for the acquisition, installation, and construction of certain land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a facility in the County for the manufacture of _____ (collectively, the "Project"); and

WHEREAS, in accordance with the Inducement Agreement and the Act, the County has agreed to execute and deliver this Agreement with the Companies in order to provide for payments in lieu of tax with respect to the respective ownership interests in the Project by the Companies; and

WHEREAS, the provisions of this Agreement are intended to supercede the provisions of the Inducement Agreement; and

WHEREAS, in connection with the above, the County and the Companies agree that the requirements of Section 12-44-55(A) of the Act are hereby waived.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Companies agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

"Act" shall mean Chapter 44 of Title 12 of the Code, and all future acts amendatory thereof.

"Additional Payments" shall have the meaning provided in **Section 4.02** hereof.

"Administration Expenses" shall mean the reasonable and necessary expenses actually incurred by the County with respect to this Agreement, including without limitation reasonable and actual attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Companies a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

"Agreement" shall mean this agreement as originally executed and from time to time supplemented or amended as permitted herein.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended.

"Companies" shall mean, collectively, _____ and _____, and any surviving, resulting or transferee entity in any merger, consolidation or transfer of assets permitted under **Section 7.04** hereof; or any other person or entity which may succeed to the rights and duties of the Companies hereunder in accordance with all applicable provisions hereof.

"Company" shall mean, as the case may be, _____ or _____.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

"County Assessor" shall mean the Oconee County Assessor, or the holder of any successor position.

"County Auditor" shall mean the Oconee County Auditor, or the holder of any successor position.

"County Council" shall mean the governing body of the County and its constituent members and their respective successors, or any successor body.

"Default" shall mean an event or condition, the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default as defined in **Section 9.01** hereof.

"Department" shall mean the South Carolina Department of Revenue, or any successor agency.

"Equipment" shall mean all machinery, equipment, furnishings and other personal property which is installed by the Companies and intended to be included as part of the Project.

"FILOT Payments" shall mean the payments in lieu of taxes which the Companies are obligated to pay to the County pursuant to **Section 5.02** hereof.

"Improvements" shall mean those buildings, structures and fixtures on the Land as are constructed or acquired by the Companies and intended to be included as part of the Project.

"Indemnified Party" shall have the meaning ascribed to it by **Section 7.05** of this Agreement.

"Independent Counsel" shall mean an attorney duly admitted to practice law before the highest court of any state.

"Land" shall mean the real property upon which the Project is located, at _____.

"_____" shall mean _____, _____ company, and any surviving, resulting or transferee entity in any merger, consolidation or transfer of assets permitted under **Section 7.04** hereof; or, collectively, any other person or entity which may succeed to the rights and duties of any of the entities comprising _____ hereunder in accordance with all applicable provisions hereof.

"_____" shall mean _____, _____ company, and any surviving, resulting or transferee entity in any merger, consolidation or transfer of assets permitted under **Section 7.04** hereof; or, collectively, any other person or entity which may succeed to the rights and duties of any of the entities comprising _____ hereunder in accordance with all applicable provisions hereof.

"Person" shall mean and include any individual, association, limited liability company or partnership, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

"Project" shall mean (i) the Land, (ii) Improvements, (iii) the Equipment, (iv) the Replacement Property, (v) any personal property acquired hereafter and intended to be included as part of the Project which becomes so attached, integrated or affixed to any item described in the foregoing clauses that it cannot be removed without impairing the operating utility of such item as originally designed or damaging such item, and (vi) to the extent not covered by the foregoing, anything qualifying as a Project under Section 12-44-30(16) of the Act.

"Project Increment Payment" shall be the payment described in **Section 5.02(b)** hereof.

"Project Increments" shall mean those increments of the Project which are completed and fit for their intended use as prescribed by Section 12-37-670 of the Code.

"Project Millage Rate" shall mean, for purposes of **Section 5.02(b)** hereof, the cumulative applicable millage rate in effect at the Project Site as of June 30, 2008 (which with respect to the Land, is understood to be 216 mils) with respect to the first five (5) years of fee payments, with such millage to be adjusted for each subsequent five-year period of fee payments in the manner provided in Section 12-44-50(A)(1)(b)(ii) of the Act.

"Project Period" shall mean the period beginning on the date of purchase or acquisition of the first components of the Project and ending on the Threshold Date.

"Replacement Property" shall mean all property installed on the Land, or on any other real property constituting a part of the Project, or in the buildings, improvements and personal property

thereof constituting part of the Project to the extent that Section 12-44-60 of the Act permits such property to be included in the Project.

"State" shall mean the State of South Carolina.

"Term" shall mean the duration of this Agreement as set forth in **Section 4.01** hereof.

"Threshold Date" shall mean December 31 of the fifth year after the year in which this Agreement is executed and delivered.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the Act, as amended or supplemented from time to time, and any successor provisions under the laws of the State.

Section 1.02 References to Agreement.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.01 Representations and Covenants of the County.

The County Council makes the following representations and covenants, on behalf of itself and on behalf of the County, as the basis for the undertakings of the County herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Project constitutes and will constitute "economic development property" and a "project" within the meaning of the Act. The County has been duly authorized to execute and deliver this Agreement, all for the purpose of promoting the industrial development, developing the trade, and utilizing and employing the manpower, agricultural products and natural resources of the State.

(b) To the best of its knowledge, the County is not in default under any of the provisions of the laws of the State whereby any such default would adversely affect the execution and delivery of this Agreement or adversely affect its validity or enforceability; to the best of its knowledge, the authorization, execution and delivery of this Agreement, and the performance by the County of its obligations hereunder will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound.

(c) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which involve this Agreement.

Section 2.02 Representations and Covenants by Companies.

The Companies make the following representations and covenants as the basis for the undertakings on their part herein contained:

(a) _____ is a _____, validly existing and in good standing, under the laws of the State of _____, and are duly authorized to conduct its business in the State. _____ have power to enter into this Agreement, and by proper action have been duly authorized to execute and deliver this Agreement.

(b) _____ property tax year for federal income tax purposes begins _____ and ends the following _____.

(c) _____ is a _____, validly existing and in good standing, under the laws of the State of _____, and are duly authorized to conduct its business in the State. _____ have power to enter into this Agreement, and by proper action have been duly authorized to execute and deliver this Agreement.

(d) _____ property tax year for federal income tax purposes begins _____ and ends the following _____.

(e) This Agreement constitutes a valid and binding commitment of the Companies and the authorization, execution and delivery of this Agreement and the performance by the Companies of their respective obligations hereunder will not conflict with or constitute a breach of, or a default under, (i) any existing law, court or administrative regulation, decree, or order, or (ii) any material agreement, mortgage, lease or other instrument, to which the Companies are subject or by which their or their respective properties are bound which would have a material adverse affect on Companies' abilities to perform their respective obligations hereunder. The Companies have obtained, or will obtain in due course, all governmental and third party consents, licenses and permits deemed by them to be necessary or desirable for the acquisition, construction and operation of the Project as contemplated hereby, and will maintain all such consents, permits and licenses in full force and effect.

(f) No event has occurred and no condition currently exists with respect to the Companies which would constitute a Default or an "Event of Default" as defined herein.

(g) _____ intends to operate the Project for the purpose of the manufacture of _____ and for such other purposes permitted under the Act as _____ may deem appropriate. The Project constitutes a "project" and "economic development property" as provided under the Act.

(h) The execution and delivery of this Agreement by the County has been instrumental in inducing the Companies to locate the Project in the County and in the State.

(i) To the best of Companies' knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Companies in any court or before any governmental authority or arbitration board or tribunal, any of which involve the possibility of any material and adverse effect upon the transactions contemplated by this Agreement or which would materially adversely affect the validity or enforceability of this Agreement or any agreement or instrument to which the Companies are a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby.

(j) Each Company will use commercially reasonable efforts to invest (within the meaning of the Act, as well as all applicable regulations, rules and interpretations of the Department, as to the determination of amounts qualifying as capital investment otherwise subject to *ad valorem* taxation, but counting all investments, regardless of whether or not any investment benefits from statutory exemptions from *ad valorem* taxation) not less than \$2,500,000 each, for an aggregate of not less than \$5,000,000 in the Project during the Project Period.

[End of Article III]

ARTICLE III

ACQUISITION OF PROJECT

Section 3.01 Acquisition of Project.

(a) Each Company hereby agrees to acquire the Project by constructing and purchasing the same during the Project Period, and to use commercially reasonable efforts to invest (within the meaning of the Act, as well as all applicable regulations, rules and interpretations of the Department, as to the determination of amounts qualifying as capital investment otherwise subject to *ad valorem* taxation, but counting all investments, regardless of whether or not any investment benefits from statutory exemptions from *ad valorem* taxation) not less than \$2,500,000 each, for an aggregate of not less than \$5,000,000 in the construction, equipping and acquisition of the Project. The Project will constitute a "project" and "economic development property" as defined in the Act.

(b) On or before _____ of each year up to and including the _____ immediately following the end of the Project Period, _____ shall provide the County Auditor with a list of all property constituting the Project Increment as was placed in service as of the prior _____.

(c) On or before _____ of each year up to and including the _____ immediately following the end of the Project Period, _____ shall provide the County Auditor with a list of all property constituting the Project Increment as was placed in service as of the prior _____.

(d) Each year during the term of the Agreement, the Companies shall deliver to the County Auditor a copy of their most recent annual filings made with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(e) The Companies shall cause a copy of this Agreement, as well as a copy of the completed Form(s) PI-443 of the Department, to be filed with the County Auditor, the County Assessor and the Department within thirty (30) days after the date of execution and delivery hereof.

Section 3.02 Records and Reports, Non-Disclosure.

The Companies agree to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall:

- (i) permit ready identification of the various Project Increments and components thereof;
- (ii) confirm the dates on which each Project Increment was placed in service; and
- (iii) include copies of all filings made by the Companies with the County Auditor or the Department with respect to property placed in service as part of the Project.

Notwithstanding any other provision of this Agreement, any Company may designate with respect to any filings or reports delivered to the County pursuant to the provisions of this Agreement, or segments thereof, that the Companies believe contain proprietary, confidential or trade secret matters. Except as required by the South Carolina Freedom of Information Act, the County Council, the County, its officers and employees shall not disclose any such confidential information regarding the Project, the Companies, and the Companies' operations and manufacturing processes, and any other competitively sensitive information which is not generally and independently known by the public, without the prior written

authorization of the Companies. The County shall notify the Companies in the event of the County's receipt of any Freedom of Information Act request concerning the aforesaid confidential information and, to the extent permitted by law, will not respond to such request until such time as the Companies have reviewed the request and taken any action authorized by law to prevent its disclosure. If the Companies fail to act to prevent any disclosure of such information under the South Carolina Freedom of Information Act within ten (10) days after Companies' receipt of notice of such request, the County may provide such information as in its judgment is required to comply with such law and the County will have no liability to the Companies in connection therewith.

[End of Article III]

ARTICLE IV

AGREEMENT TERM AND PAYMENT PROVISIONS

Section 4.01 Term.

Subject to the terms and provisions herein contained, with respect to each Project Increment, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the nineteenth (19th) year following the first year in which such Project Increment is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the Term payment of all FILOT Payments under **Section 5.02** hereof relating to the operation of the Project during the Term have not been made, the Term shall expire on such later date as such payments shall have been made in full or so provided for.

Section 4.02 Additional Payments.

(a) In addition to the Companies' obligation under **Section 5.02** hereof to make payment of FILOT Payments and related amounts, _____ shall pay, as provided below, to the County, following receipt of such supporting documentation as may be necessary to evidence the County's right to receive payment, all other amounts, liabilities and obligations which _____ assumes or agree to pay under this Agreement, including without limitation those obligations referred to in paragraph (b) below (all such other amounts, liabilities and obligations hereinafter collectively called "Additional Payments"). In the event of any failure on the part of _____ to pay any Additional Payments, the County shall have all rights, powers and remedies provided for herein or by law or equity or otherwise.

(b) _____ agrees to pay Administration Expenses to the County and indemnification payments pursuant to **Section 7.05** of this Agreement when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Agreement or the date which is forty-five (45) days after receiving written notice from the County or the Indemnified Party, as the case may be, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 4.03 FILOT Payments Secured by Tax Lien.

The County's right to receive FILOT Payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the Act and Chapters 4, 49, 51, 53 and 54 of Title 12 of the Code.

Section 4.04 Defaulted Payments.

In the event the _____ should fail to make any of the payments required in this **Article IV** or in **Article V** hereof, the item or installment so in default shall continue as an obligation of the _____ until the amount in default shall have been fully paid, and the _____ agree to pay the same with interest thereon (to the extent permitted by law) at a rate per annum equal to five percent (5%) to accrue from the date the applicable Event of Default occurs, and, in the case of FILOT Payments, subject to the penalties provided by law until paid.

The foregoing and any other provision hereof to the contrary notwithstanding, to the extent, and only to the extent, the same may be permitted by law with respect to the payment of *ad valorem* taxes for similar investments, if the Companies shall first notify the County of their intention to do so, the Companies

may, at their own expense, and in good faith, contest FILOT Payments and any other related fees, taxes, assessments, and other charges and, in the event of any such contest, may permit the FILOT Payments and such taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. The Companies' failure to make any such payments as allowed by the foregoing shall not constitute a default on the part of the Companies nor give rise to an Event of Default, the foregoing and any other provision hereof to the contrary notwithstanding.

[End of Article IV]

ARTICLE V

MODIFICATION OF PROJECT; PAYMENTS IN LIEU OF TAXES; TAXES, UTILITIES AND OTHER CHARGES; INSURANCE

Section 5.01 Modification of Project.

The Companies shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Companies may renovate the Project and, in connection therewith, to the extent permitted by the Act, install Replacement Property in the Project. Notwithstanding anything in this Agreement to the contrary, the Companies shall be entitled in their discretion from time to time to delete or remove any portions of the Project, or to add any (non-Project) property as may be used in conjunction with the Project or otherwise.

(ii) In any instance where the Companies in their discretion determine that any items of Equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for operations at the Project, the Companies may remove such items of Equipment and sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without the consent of the County.

No modification or disposition of the Project effected under the provisions of this Section shall by itself entitle the Companies to any abatement or diminution of Additional Payments payable under **Section 4.02** hereof.

Notwithstanding anything herein to the contrary, the FILOT Payments required under **Section 5.02** hereof shall, to the extent permitted by law, be reduced at such time to the extent that such payments are attributable to any of the Equipment, Improvements or Replacement Property which is removed or otherwise deleted from the Project and the Companies shall not be required to repay any portion of the tax benefit received prior to such event.

Section 5.02 Payments in Lieu of Taxes.

(a) In accordance with the provisions of Section 12-44-50 of the Act, during the Term of this Agreement the Companies shall make with respect to their respective portions of the Project annual FILOT Payments in the amounts set forth in this Section at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by the County or the Department for *ad valorem* taxes. To the extent permitted by law and as may be required by any lease agreement between the _____ and _____ with respect to any portion of the Project, the _____ may make such payments on behalf of _____ under this Section as are otherwise payable by _____. Such annual payments shall be made on or before each January 15 of each year during the term of this Agreement, commencing January 15, 2010. Subject to the provisions of the Act, each annual payment in lieu of taxes shall be equal to the Project Increment Payment with respect to each Project Increment, including, subject to the provisions of the Act, Replacement Property for the Project originally included in such Project Increment, calculated as set forth in **Section 5.02(b)** hereof, for each of twenty consecutive years (except to the extent that any portion of such Project Increment ceases to qualify for a negotiated fee in lieu of taxes under the Act) commencing with the year following the year in which the respective Project Increments are placed in service.

(b) Each Project Increment Payment shall be in an amount not less than the *ad valorem* taxes that would be due with respect to the applicable Project Increment if the same were taxable, but, subject to the provisions of Section 12-44-110 of the Act, using the following formula: each such Project Increment Payment shall be in an amount equal to the product which would result from multiplying the Project Millage Rate by six percent (6%) of the fair market value of the portion of the Project included within such Project Increment. Such fair market value shall be that determined by the Department on the basis provided in Section 12-44-50(A) of the Act, and shall, subject to the provisions of the Act, include all Replacement Property and deductions for depreciation or diminution in value allowed by the Act or by the tax laws generally, and shall be subject to any reductions provided herein under **Sections 5.01** and **6.01** hereof, and includes all applicable *ad valorem* tax exemptions except (i) the exemption allowed pursuant to Section 3(g) of Article X of the South Carolina Constitution and (ii) the exemptions allowed pursuant to Section 12-37-220(B)(32) and (34) of the Code.

(c) In the event that the Act and/or the above-described payments in lieu of taxes or any portion thereof, are declared invalid or unenforceable, in whole or in part, for any reason, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies the maximum benefit then permitted by law. In such event, the Companies shall be entitled (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; and (2) to enjoy all allowable depreciation.

(d) In the event the Companies have not invested in the aggregate, at least \$5,000,000 in the Project during the Project Period, the Project shall be subject, retroactively to the first year with respect to which FILOT Payments were to have been made, to *ad valorem* tax treatment required by law, calculated as set forth in the Act and in **Section 5.02(c)** hereof, and the Companies shall make to the County, within ninety (90) days after the end of the Project Period, the difference between the FILOT Payments actually made by the Companies and the total retroactive amount of *ad valorem* tax treatment required by law, plus interest in the manner provided in Section 12-54-25 of the Code.

[End of Article V]

ARTICLE VI

CASUALTY; CONDEMNATION

Section 6.01 FILLOT Payments in the Event of Damage and Destruction or Condemnation.

In the event that the Project is damaged or destroyed or the subject of condemnation proceedings, which damage, destruction and/or condemnation would substantially impair the operating ability of the Project, the parties hereto agree that the payments in lieu of taxes required pursuant to **Section 5.02** hereof shall be abated in the same manner and in the same proportion as with *ad valorem* taxes, subject in all events to the provisions of **Section 5.02(d)** hereof.

[End of Article VI]

ARTICLE VII

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 Rights to Inspect.

The Companies agree that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to examine the plans and specifications of the Companies with respect to the Project and to have access to examine and inspect the Companies' South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Companies shall prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Companies' trade secrets and proprietary rights. Prior to the exercise of any right to inspect the Project or the Plans and Specifications and above referenced records of the Project, the County, at the request of either of the Companies, shall cause its agents to sign a nondisclosure statement substantially in the form shown on Exhibit A attached hereto. In no way shall this requirement of a nondisclosure statement be deemed to apply to or restrict the rights of the United States Government and the State or its political subdivisions in the legitimate exercise of their respective sovereign duties and powers.

Section 7.02 Limitation of County's Liability.

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Companies from enforcing their rights hereunder by suit for *mandamus* or specific performance.

Section 7.03 Certain reports, Notices and the Like.

Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns, or other documents while this Agreement is in effect, the Companies or owners of the project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Companies or owners that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Companies or owners to comply with this provision, the Companies or owners agree to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within 30 days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

Section 7.04 Maintenance of Corporate Existence.

The Companies acknowledge that a transfer of an equity interest or other mergers, consolidations or reorganizations may cause the applicable portion of the Project to become ineligible for negotiated fees in lieu of taxes under the Act absent compliance by the applicable Company with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the Act, or any successor provision, law, any financing arrangements entered into by the applicable Company with respect to the Project and any security interests granted by the applicable Company in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Agreement to the contrary, it is not

intended in this Agreement that the County shall impose transfer restrictions with respect to the Companies or the Project as are any more restrictive than the Transfer Provisions.

Section 7.05 Indemnification Covenants.

(a) Notwithstanding any other provisions in this Agreement or in any other agreements with the County, _____ shall and agree to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project during the term of this Agreement, and, _____ further, shall indemnify and save the County harmless against and from all claims arising during the term of this Agreement from (i) any condition of the Project, (ii) any breach or default on the part of the Companies in the performance of any of their obligations under this Agreement, (iii) any act of negligence of the Companies or any of their agents, contractors, servants, employees or licensees, (iv) except in case where the County has released either of the Companies pursuant to **Section 8.01** hereof, any act of negligence of any assignee or sublessee of the Companies, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Companies, or (v) any environmental violation, condition, or effect with respect to the Project. _____ shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Companies shall defend it in any such action, prosecution or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the fee in lieu of tax, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Companies, or by reason of the County's relationship to the Project, or by the operation of the Project by the Companies, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability, then in such event _____ shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice _____ shall defend them in any such action or proceeding; provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts of omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(c) The above-referenced indemnification covenants of _____, insofar as they pertain to costs, damages, liabilities or claims by the County, its agents, officers, or employees shall be considered included in and incorporated by reference in subsequent documents after the delivery of this Agreement which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

Section 7.06 Qualification in State.

The Companies warrant that they are either (a) in good standing as a company organized under the laws of the State or (b) duly qualified to do business in the State, and covenant they will continue to be so qualified so long as either of them operates any portion of the Project.

Section 7.07 No Liability of County's Personnel.

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 7.08 Other Tax Matters.

The Companies shall be entitled to all state and federal investment tax credits, allowances for depreciation and other similar tax provisions allowable by applicable federal or State law with respect to the Project.

[End of Article VII]

ARTICLE VIII

ASSIGNMENT OF THIS AGREEMENT; SURVIVAL OF COMPANIES'S OBLIGATION

Section 8.01 Sublet or Assignment.

Either of the Companies may at any time assign or otherwise transfer all of its rights and interest hereunder to any sublessee or assignee, as the case may be, selected by such Company on such terms as such Company may determine in its sole discretion, provided (a) that no assignment, transfer or sublease shall affect or reduce any of the obligations of such Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety, except that such Company shall be released from its obligations hereunder upon the written consent and release of the County, which shall not be unreasonably withheld, conditioned nor delayed, to any sublease, assignment or transfer, and (b) that such Company or sublessee shall give the County written notice of any such assignment, transfer or sublease and within thirty (30) days thereafter shall furnish or cause to be furnished to the County a true and complete copy of any such sublease, assignment or other transfer which shall include indemnity as provided in **Section 7.05** hereof. The Companies acknowledge that such a transfer of an interest under this Agreement may cause the applicable portion of the Project to become ineligible for negotiated fees in lieu of taxes under the Act absent compliance by the applicable Company with the Transfer Provisions; provided that, to the extent permitted by Section 12-44-120 of the Act, or any successor provision, any financing arrangements entered into by a Company with respect to the Project and any security interests granted by such Company in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. The County hereby consents to any transfers by a Company to any affiliate of such Company at any time. For such purposes, "affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the applicable Company, as the same shall be clearly identified by the Company to the County. Consent to such transfer, however, shall not constitute a release by the County under the first sentence of this Section, which release must be separately obtained from the County. The County shall, if a Company requests, acknowledge the receipt and sufficiency of any such notice.

[End of Article VIII]

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01 Events of Default.

Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute, as to the applicable Company, an Event of Default:

(a) if default shall be made in the due and punctual payment of any FILOT Payments or related payments under **Section 5.02** hereof, or any Additional Payments, which default shall not have been cured within thirty (30) days following receipt of written notice thereof by each of the Companies from the County;

(b) if default shall be made by either of the Companies in the due performance of or compliance with any of the material terms hereof, including payment, other than those referred to in the foregoing subdivision (a), and such default shall (i) continue for ninety (90) days after the County shall have given both of the Companies written notice of such default, or (ii) in the case of any such default which can be cured but which cannot with due diligence be cured within such 90-day period, if neither Company shall proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with the default not susceptible of being cured with due diligence within ninety (90) days that the time of either Company within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence; or

(c) if any material representation or warranty made by either of the Companies herein or any statement, certificate or indemnification furnished or delivered by such Company in connection with the execution and delivery of this Agreement, proves untrue in any material respect as of the date of the issuance or making thereof or knowingly violated or breached, as the case may be.

Section 9.02 Remedies on Event of Default.

Upon the occurrence of any Event of Default, the County may: (i) terminate this Agreement by providing thirty (30) days' notice to the Companies in writing specifying the termination date; (ii) upon providing, at either Company's request, but subject in all events to the necessary exercise by the County of its sovereign duties and powers, a signed nondisclosure statement substantially in the form attached as Exhibit A hereto, have access to and inspect, examine and make copies of, the books, records and accounts of the defaulting Company pertaining to the Project; or (iii) take whatever action at law or in equity as may appear necessary or desirable to collect any FILOT Payments and Additional Payments then due or to enforce observance or performance of any covenant condition or agreement of the defaulting Company under this Agreement, including without limitation enforcement of a statutory lien on the Project for any non-payment of FILOT Payments hereunder.

Section 9.03 Collection of FILOT Payments.

In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

[End of Article IX]

ARTICLE X

MISCELLANEOUS

Section 10.01 Termination.

Prior to the stated expiration of the Term of this Agreement, and subject to the provisions of any lease between the Companies, either Company may, at any time by written request to the County, provide for the termination of this Agreement with respect to such Company's interest, effective immediately upon giving such notice or upon such date as may be specified in the notice; provided that such Company shall have made payment to the County of all applicable payments under this Agreement as of such time. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the sole consequence to such Company shall be that it shall no longer be entitled to the benefit of the fee in lieu of payments provided herein with respect to the portions of the Project owned by it, and such portions of the Project shall thereafter be subject to the *ad valorem* tax treatment required by law and in no event shall such Company be required to repay to the County the amount of any tax benefit previously received hereunder. In the event of such termination by one Company, the remaining Company shall be required to meet all requirements of the Act in order to keep the Agreement in effect and receive the benefits of the Act.

Section 10.02 Rights and Remedies Cumulative.

Each right, power and remedy of the County or of the Companies provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise by the County or by the Companies of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Companies of any or all such other rights, powers or remedies.

Section 10.03 Successors and Assigns.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 10.04 Notices, Demands, Requests.

All notices, demands and requests to be given or made hereunder to or by the County or the Companies, shall be in writing, and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid addressed as follows or at such other places as may be designated in writing by such party.

- (a) As to the County:
Oconee County, South Carolina
415 South Pine Street,
Walhalla, South Carolina 29691
Attention: County Administrator

- (b) As to the _____:
Attention: _____



with a copy to: Haynsworth Sinkler Boyd, P.A.
Attn: Frank T. Davis, III
Post Office Box 2048
Greenville, South Carolina 29602

(c) As to the _____ :
Attention: _____

with a copy to: Haynsworth Sinkler Boyd, P.A.
Attn: Frank T. Davis, III
Post Office Box 2048
Greenville, South Carolina 29602

Section 10.05 Applicable Law; Entire Understanding.

This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 10.06 Severability.

In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, such clause or provisions shall be reformed to provide as near as practicable the legal effect intended by the parties hereto, and the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 10.07 Headings and Table of Contents; References.

The headings of this Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or subdivisions of this Agreement are references to the designated Articles or Sections or subdivision of this Agreement.

Section 10.08 Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10.09 Amendments.

This Agreement may be amended only by a writing signed by all of the parties.

Section 10.10 Waiver.

Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 10.11 Business Day.

In the event that any action, payment or notice is, by the terms of this Agreement, required to be taken, made or given on any day which is a Saturday, Sunday or a legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment or notice may be taken, made or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article X]

IN WITNESS WHEREOF, Oconee County, South Carolina, has executed this Agreement by causing its name to be hereunto subscribed by the Chairman of its County Council and to be attested to by the Clerk of its County Council and _____ and _____ has executed this Agreement by their respective authorized officers, all being done as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, County Council of
Oconee County, South Carolina

Attest:

Clerk, County Council of
Oconee County, South Carolina

[Signature Page 1 – Fee in Lieu of Tax Agreement]

(SEAL)

By: _____
Name: _____
Title: _____

(SEAL)

By: _____
Name: _____
Title: _____

[Signature Page 2 – Fee in Lieu of Tax Agreement]

FORM OF NON-DISCLOSURE STATEMENT

I, _____, _____ of Oconee County, South Carolina, acknowledge and understand that _____ ("Company") utilizes confidential and proprietary "state-of-the-art" processes and techniques and that any disclosure of any information relating to such processes and techniques (owned or leased) could result in substantial harm to Company and could thereby have a significant detrimental impact on Company and its employees. Consequently, to the extent permitted by law, I agree to keep confidential the nature, description and type of the machinery, equipment, processes and techniques, as well as financial statements of the Company, which I observe. I agree that I shall not disclose the nature, description or type of such machinery, equipment, processes or techniques, or the information contained in such financial statements of the Company, to any person or entity other than in accordance with the terms of the Fee in Lieu of Tax Agreement among _____, _____ and Oconee County, South Carolina, dated as of _____ 1, 2008, or as may be required by the laws of the State of South Carolina.

By: _____

Date: _____

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE NO. 2008-02

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT VAL IV; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project VAL IV, a corporation duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility for the manufacturing of cutting tools in which the minimum level of investment is not less than \$35,000,000 (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and

addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on February 19, 2008, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and/or various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility for the manufacturing of cutting tools, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

- (d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;
- (e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;
- (f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;
- (g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,
- (h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this ____ day of _____ 2008.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: February 19, 2008
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2008-03

AN ORDINANCE AUTHORIZING THE EXECUTION
AND DELIVERY OF AN AGREEMENT BETWEEN
OCONEE COUNTY, SOUTH CAROLINA AND
PROJECT VAL IV FOR GRANTING CERTAIN
INFRASTRUCTURE CREDITS TO PROJECT VAL IV

WHEREAS, the County is authorized by the provisions of Title 4, Chapters 1 and 29 (jointly the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code") to provide an infrastructure tax credit (the "Infrastructure Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 and Title 12, Chapter 44 of the Code, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, the County and Pickens County have established or will establish a joint county industrial and business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement") in which the Project (herein below defined) will be included; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of February 19, 2008, by and between Project VAL IV, a corporation duly incorporated and existing under the laws of the State of Delaware (the "Company") and the County, the Company has determined that it desires to construct and/or expand a manufacturing facility, which facility will consist of certain land, buildings and equipment located in the County and associated with the infrastructure to be owned, leased or used by the Company (the "Infrastructure") and to be located on the real property described in *Exhibit A* attached hereto (the "Project"); and

WHEREAS, pursuant to the provisions of the Fee in Lieu of Tax Agreement (the "Fee Agreement") to be entered into between the County and the Company and the location of the Project within the Park, the Company is obligated (i) to make or cause to be made payments in lieu of taxes ("Fee Payments"), (ii) to maintain the Project in good repair at its own expense and (iii) to carry all proper insurance with respect thereto; and

WHEREAS, having determined that the Project will provide public benefits incident to conducting a facility for the manufacturing of cutting tools, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Company in expanding and maintaining a facility within the State of South Carolina (the "State"), the County has agreed to assist in financing a portion of the costs of the Infrastructure through an Infrastructure Credit in an amount equal to Twenty-five (25%) percent of the Fee

Payments paid by the Company in the Park in the County pursuant to the Fee Agreement for each of the first ten (10) years.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand its cutting tools manufacturing facility in the State, the financing of the Infrastructure by the County through the Infrastructure Credit is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company in the amount of Twenty-five (25%) percent of the Fee Payments for the first ten (10) years of fee in lieu of tax payments on the Project in the Park, up to, but not exceeding, the total cost of the Infrastructure.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments represented by the Infrastructure Credit derived by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

The County has determined that the purposes to be accomplished by the Project are proper governmental and public purposes and that the inducement of the location of the Project within the State is of paramount importance and the benefits of the Project are greater than the cost, and that the Project is anticipated to benefit the general public welfare of the County in that the proposed Project will provide services, employment, and other public benefits not otherwise provided locally; and that the Project will give rise to no pecuniary liability of the County, or a charge against its general credit or taxing power.

Section 3. The Chairman of the County Council and the Clerk of the County Council and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this ____ day of _____, 2008.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: February 19, 2008
Second Reading:
Public Hearing:
Third Reading:



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 19, 2008
COUNCIL MEETING TIME: 6:00PM

ITEM TITLE OR DESCRIPTION:

Inducement Agreement and Resolution and First Reading of a Fee-In-Lieu-Of Tax (FILOT) Agreement and Infrastructure Credits for Project VAL IV

BACKGROUND OR HISTORY:

Project VAL IV plans to invest at least \$35.0M in the next 5 years in an Oconee County manufacturing operation.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Approve the Inducement Agreement and Resolution and the First Reading of the FILOT and Infrastructure Agreement.

FINANCIAL IMPACT:


A Cost Benefit Analysis will be provided before the Second reading. Expected employment numbers and wages will also be provided at that time also.

ATTACHMENTS:

Submitted By:

James W. Alexander
(Economic Development Commission)

Approved By:


Dale Surratt,
Oconee County Administrator

For submission to Council!

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council



1. The first part of the document is a list of names and titles, including "The Hon. Mr. Justice" and "The Hon. Mr. Justice".

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION 2008-05

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT VAL IV WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN THIRTY-FIVE MILLION DOLLARS (\$35,000,000) INVESTMENT AND WILL PROVIDE AN INFRASTRUCTURE TAX CREDIT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 12, Chapter 1, and Chapter 29, Code of Laws of South Carolina, 1976, as amended (jointly the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any industry to construct, operate, maintain and improve such property; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such infrastructure through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to such infrastructure;

WHEREAS, Project VAL IV (the "Company"), has requested the County to participate in executing an Inducement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") (Project VAL IV Project) pursuant to the Act for the purpose of authorizing and of acquiring by purchase or construction of certain building(s), machinery, apparatus, and equipment, for the purpose of a manufacturing cutting tools (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto;

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and

addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs;

WHEREAS, the Company has requested the County to provide an infrastructure tax credit (hereinafter referred to as the "Infrastructure Credit") pursuant to Section 4-1-175 of the Act for the purpose of enhancing the infrastructure for the Project all as more fully set forth in the Inducement Agreement attached hereto;

WHEREAS, the Company's project has been placed in a multi-county industrial/business park with Pickens County to provide economic incentives to the Company; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed a Fee Agreement between the County and the Company pertaining to the project involving investment in the principal amount of not less than Thirty-Five Million Dollars (\$35,000,000).

Section 2. The County has placed the project in a multi-county industrial/business park with Pickens County pursuant to the provisions of Section 4-1-170 of the Act.

Section 3. Pursuant to the authority of the Act and for the purpose of providing infrastructure to the Project, there is hereby authorized to be issued an Infrastructure Credit pursuant to the provisions of Section 4-1-175 of the Act in the amount of Twenty-Five percent (25%) of the payments in lieu of taxes collected from the Project. The Infrastructure Credit will be payable exclusively from payments in lieu of tax the County receives and retains (i) from the Company under the Fee Agreement authorized in Section 1 hereof and (ii) from the fee in lieu of tax due from the Project as the same will be located in a joint county industrial park existing between the County and an adjacent County. The Infrastructure Credit shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

Section 4. The County has agreed to assist the Company with and expedite the decision of all zoning and land use planning decisions necessary for the construction, occupancy and use of the Project as a manufacturing facility.

Section 5. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company, and the form, details, and maturity provisions, if any, of the Fee Agreement shall be prescribed by subsequent ordinance of the County Council.

Section 6. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 7. Prior to the execution of the Fee Agreement and the provision of the Infrastructure Credit, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 8. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 9. It is the intention of the County Council that this resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 19th day of February, 2008.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina



**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AGREEMENT made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (jointly hereinafter the "County") and Project VAL IV (the "Company").

WITNESSETH:

ARTICLE I.

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County is authorized and empowered by the provisions of Title 4, Chapter 1, and Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (jointly the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for a facility for the manufacturing of cutting tools (the "Project") in the County. The Project will involve an investment of at least Thirty-Five Million Dollars (\$35,000,000) within the meaning of Section 12-44-10 et seq. of the Act and a fee in lieu of tax agreement by and between the Company and the County (the "Fee Agreement").

(c) The Company has requested the County to assist it through the acquisition by the County of the Project and the leasing of the Project to the Company; and through the incentive of a payment in lieu of ad valorem taxes as authorized by Section 12-44-10 et seq. of the Act.

(d) The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of

the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

(c) The County will provide an infrastructure credit against payments in lieu of taxes as defined in Section 4-1-175 of the Act (the "Infrastructure Credit") in an annual amount equal to Twenty-Five percent (25%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the County and Pickens County, Joint County Industrial and Business Park Agreement to be established by the County (the "Park Agreement") from the first ten (10) years of fee in lieu of tax payments on the Project. The adoption of ordinances and procedures for the provision of the Infrastructure Credit to the Company shall conform to the provisions of the Act and the Home Rule Act.

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the sites now owned or hereafter acquired by the Company and will involve a capital expenditure of not less than \$35,000,000. The Fee Agreement will contain suitable provisions for acquisition and construction of the project by the Company at the completion or earlier termination of the Fee Agreement.

Section 2.2. The Fee Agreement will be issued at such times and upon such acceptable terms to the County as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act.

(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to twenty (20) years from the date of the Fee Agreement and each of, the annual capital investments made under the Fee Agreement for the first five years, not counting the initial year of the Fee Agreement, and any amendments or supplements to the Fee Agreement to the extent permitted by law. The amounts of such payments shall be determined by using an assessment ratio of 6.0%, a fixed millage rate based on the June 30, 2007 millage rate as provided in Section 30(D)(2)(a), and the fair market value (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The Fee Agreement shall provide that at the end of the lease term or upon earlier termination of the Fee Agreement, and upon payment of all outstanding indebtedness incurred thereunder, if any, the Company shall have the absolute right, at its option to purchase the Project for one dollar (\$1.00).

(g) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to the Fee Agreement to the full extent provided by law.

Section 2.4. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.5. Oconee County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the millage rate legally levied and applicable on June 30, 2007.

Section 2.6. (a) Oconee County Council does hereby agree, subject to the requirements of Section 4-1-175 of the Act and the Home Rule Act, to undertake the preparation and adoption of an ordinance authorizing the provision of the Infrastructure Credit which shall be made available to pay or reimburse the payment of a portion of or all of the costs of the infrastructure improvements for the Project. The Infrastructure Credit will be payable exclusively from payments the County receives and retains from the Company in lieu of taxes under the Fee Agreement authorized in Section 2.3 hereof. The Infrastructure Credit shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Provided, for so long as the Fee Agreement remains in full force and effect, the Infrastructure Credit shall be paid solely by setoff by the Company against fee in lieu of tax payments due under the Fee Agreement.

(b) The undertakings of the County hereunder are contingent upon the Company providing the County with such further evidence as may be satisfactory to the County as to compliance with all applicable statutes and regulations.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any

infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement.

Section 3.2. The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the fee in lieu of tax transaction.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (f) hereof;

(b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions;

(c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;

(d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;

(e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;

(f) To invest not less than Thirty-Five Million Dollars (\$35,000,000) in the Project by the fifth succeeding year after the year of the execution of the Fee Agreement; and

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2004 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

- (a) The County will convey to the Company any title it may have acquired to the Project, to the extent of its ownership therein, if any;
- (b) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;
- (c) The Company will assume and be responsible for all contracts for construction or purchase of the Project entered into by the County at the request or direction of the Company in connection with the Project; and
- (d) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of the Fee Agreement, and will pay fees for legal services related to the Project and the execution of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company may, without the prior consent of the County, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Fee Agreement, or any other Agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

Dated: February 19, 2008

PROJECT VAL IV

By: _____

Its:

Date:



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: February 19, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

ATAX grant request from Downtown Seneca Merchant Association in the amount of \$13,520.00 for Sponsorship/Advertising of "Your Day" radio program. Request approved in ATAX Committee on 01/23/08 by unanimous vote.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council. All ATAX grant recipients are required by state law to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the ATAX chairperson until the grant is considered complete, and then it is stored by the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

The funds will be used for a 52 week sponsorship of "Your Day", a Monday-Thursday, SCE/TV Radio Show to air statewide and a link of the 6 SC Heritage Corridor Arts Trail sites to the "Your Day" website. Also included is a one hour Radio show in the spring and a one hour Radio/TV program focusing on the South Carolina Heritage Corridor Region 1 Arts Trail. The "Your Day" radio show reaches over 4.2 million listeners annually throughout South Carolina. Your Day can be heard on ETV Radio on seven different FM stations throughout South Carolina.

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$13,520.00 to the Downtown Seneca Merchant Association.

FINANCIAL IMPACT:

Current ATAX fund balance is \$19,252.36. We have four ATAX requests this grant cycle. If all four requests are approved by County Council; the remaining balance will be \$2,406.36.

ATTACHMENTS:

Downtown Seneca Merchants Association request

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Dale Surret, County Administrator

Reviewed By/ Initials:

_____ County Attorney
C: Clerk to Council

_____ Finance

_____ Other



CONSUMER-BASED RADIO FOR SOUTH CAROLINA

During the twelve o'clock hour Monday through Thursday, Clemson University Radio Productions broadcasts award-winning "Your Day" from the Madron Center. The regional radio program is an entertaining educational experience and offers citizens in South Carolina, North Carolina, and Georgia unbiased, diverse subject content. "Your Day" also provides a dynamic forum for its special guests to educate listeners about the practical application of Clemson University's research and service programs. Listeners have the unique opportunity to learn about gardening, nutrition and wellness, biotechnology, politics and more within the same hour.

"Your Day" airs Monday through Thursday at 12:00 noon on the following radio stations:

Aiken	WLJK-FM 89.1
Beaufort	WJWJ-FM 89.9
Charleston	WSCI-FM 89.3
Columbia	WLTR-FM 91.3
Conway/Myrtle Beach	WHMC-FM 90.1
Greenville/Spartanburg	WEPR-FM 90.1
Sumter	WRJA-FM 88.1

<http://yourday.clemson.edu>

Radio Productions produces 208 "Your Day" programs reaching 4.2 million listeners annually. Production staff works collaboratively with state agencies, such as the Department of Agriculture, Department of Natural Resources, Juvenile Justice, and Health and Environmental Control to ensure that "Your Day" listeners receive information vital to their daily lives. "Your Day" hosts world-renowned guests including South Carolina governors, White House officials, and Grammy Award winners.

SPONSORSHIPS

"Your Day" radio grows through the power of local support. Sponsorships allow programming to play a part of the rich network of arts, cultural and intellectual life regionally.

A sponsorship by your business or organization will:

- Improve public awareness of advances in healthcare, economic and community development, tourism, agriculture, governmental affairs, and the sciences affecting the daily lives of citizens in the Southeast, just to name a few topics.
- Increase Radio Productions' distance education offerings for the internet, streaming, courses, and digital media.
- Enhance Radio Productions' capacity to broadcast "Your Day" and future programming nationally, thereby increasing the number of citizens impacted by applicable university research.

Benefits of Sponsorship

- Twenty-second underwriting mention(s) including the following information:
 1. Identify your organization
 2. Describe your product/service and activities
 3. Broadcast an established trade slogan or campaign theme
 4. Convey addresses, telephone numbers, or web addresses
- Charitable Contributions Deduction
- Affiliation with a public service broadcast by Clemson University, a research institution of higher education located in upstate South Carolina
- Position your association and its members as responsible supporters of quality, educational radio programming in South Carolina, North Carolina, and Georgia.

Sponsorship Options

Clemson University Radio Productions appreciates its contributors. There are various forms of sponsorship available ranging from single-day mention(s) to fifty-two (52) week sponsorships. We seek to assist our sponsors in determining appropriate levels of sponsorship for their businesses and associations. For more information, please contact:

Roy Scott

Director, Marketing & Public Relations
Clemson University Public Service Activities
130 Lehotsky Hall
Clemson, SC 29634-0127
Email: rjscott@clemson.edu

Office: (864) 656-4391 ~ Cell: (864) 650-8304 ~ Fax: (864) 656-3608

Sample DSMA Underwriting Credits on *Your Day*

Generic:

Funding for *Your Day* is provided in part by the Downtown Seneca Merchant Association, inviting you to celebrate the history and culture, entertainment and arts of Seneca, South Carolina... located in the foothills of Oconee County. More information is available online at [SENECA.MERCHANTS dot ORG](http://SENECA.MERCHANTS.dot.ORG).

Holiday Generic:

Funding for *Your Day* is provided in part by the Downtown Seneca Merchant Association, inviting you to celebrate the season with arts, entertainment, shopping and dining in historic Seneca, South Carolina... located in the foothills of Oconee County. More information is available online at [SENECA.MERCHANTS dot ORG](http://SENECA.MERCHANTS.dot.ORG).

Arts on the Alley:

Funding for *Your Day* is provided in part by the Downtown Seneca Merchant Association, now registering artists and exhibitors for this year's *Arts on the Alley* celebration planned for May 11th and 12th. More information is available at [SENECA.MERCHANTS dot ORG](http://SENECA.MERCHANTS.dot.ORG).

Funding for *Your Day* is provided in part by the Downtown Seneca Merchant Association, where plans are now underway for this year's *Arts on the Alley* celebration scheduled for May 11th and 12th. More information is available at [SENECA.MERCHANTS dot ORG](http://SENECA.MERCHANTS.dot.ORG).

Funding for *Your Day* is provided in part by the Downtown Seneca Merchant Association, celebrating *Arts on the Alley* this weekend, May 11th and 12th. More information is available at [SENECA.MERCHANTS dot ORG](http://SENECA.MERCHANTS.dot.ORG).

Downtown-Go-Round:

Funding for *Your Day* is provided in part by the Downtown Seneca Merchant Association, celebrating another *Downtown Go Round* on Friday, March 16th, from 5:30 - 8:30 p.m. in Historic Downtown Seneca. More information is available at [SENECA.MERCHANTS dot ORG](http://SENECA.MERCHANTS.dot.ORG).

Music on the Green:

Funding for *Your Day* is provided in part by the Downtown Seneca Merchant Association, celebrating *Music on the Green* on Saturday, July 7th, with the jazz and Latin sounds of Green Vegas. Details are available at [SENECA.MERCHANTS dot ORG](http://SENECA.MERCHANTS.dot.ORG).

Sample Segments Featured On ETV Radio & ETV Upstate

MONDAY, JUNE 27, 2005

Arts on the Alley. Dr. Bob Becker, Director of the [Strom Thurmond Institute on Government and Public Affairs](#) at Clemson University, visits with Ginger Pope, president of the Ram Cat Alley Merchant Association and Seneca Mayor Dan Alexander about how the Arts contribute to a community's growth in an interview recorded during a May 6-7, 2005 arts festival.

Watercolor artist Bess Ciupak. Glenn Hare meets the artist whose painting was chosen as the design for the 2005 Arts on the Alley event in Seneca, SC. For more information on the Blue Ridge Arts Council of Oconee County, call 864-882-BRAC.

THURSDAY, JULY 14, 2005

Tasteful Treasures from Seneca, SC. Libby Hoyle, Extension Food and Nutrition Specialist in the Clemson University [Department of Packaging Science](#), talks with Brenda Goodwin, chair of the ways and means committee of the Seneca Women's Club about the club's 25th anniversary cookbook, *Tasteful Treasures*. For more information, contact Brenda Goodwin at 864-944-2984.

THURSDAY, JULY 21, 2005

An upstate stained glass artist. Glenn Hare talks with Sara Gail Richards of Briar Rose Stained Glass in Seneca, South Carolina during the May 2005 Arts on the Alley celebration sponsored by the [Ram Cat Alley Merchant Association](#).

MONDAY, AUGUST 8, 2005

An upstate stained glass artist. Glenn Hare talks with Sara Gail Richards of Briar Rose Stained Glass in Seneca, South Carolina during the May 2005 Arts on the Alley celebration sponsored by the [Ram Cat Alley Merchant Association](#).

THURSDAY, APRIL 27, 2006--Your Day goes on the road to Seneca, SC.

Arts on the Alley. We'll preview the 2006 *Arts on the Alley* celebration planned for Friday and Saturday, May 12 and 13, when Bob Becker, director of the [Strom Thurmond Institute on Government and Public Affairs](#), talks with organizer Ginger Pope of the [Ram Cat Alley Merchant Association](#) about maintaining an active downtown environment.

Unique baskets. Donna London of the Jim Self Center on the Future introduces us to Deborah Smith, a traditional and sculptural basket weaver currently on exhibit at the Arts Company in downtown Seneca.

A high-end restaurant in a small downtown location. Dr. Becker visits with Will Jackson, owner of 113 Chophouse & Grille, Inc., about the benefits and challenges of running a restaurant in a small downtown.

An upstate stained glass artist. Glenn Hare talks with Sara Gail Richards of Briar Rose Stained Glass in Seneca, South Carolina during the May 2005 Arts on the Alley celebration sponsored by the [Ram Cat Alley Merchant Association](#).

Six Chickens and a Beer. Roy Scott talks with musician Mike Ellis from the Celtic band *Six Chickens and a Beer*, and we'll hear one of their tunes recorded at The Arts Company.

Mediterranean Chicken Strudel and Tomato & Basil Salad. Libby Hoyle, Extension Food and Nutrition Specialist in the Clemson University [Department of Packaging Science](#), talks with chef Mary Tannery of Circa 1930 on Ram Cat Alley in downtown Seneca, SC.

THURSDAY, MAY 11, 2006 – YOUR DAY On the Road

Arts in Downtown Seneca. One-hour television program on ETV Upstate (see April 27 description for topics and guests).

THURSDAY, JULY 27, 2006

Arts on the Alley. Bob Becker, director of the [Strom Thurmond Institute on Government and Public Affairs](#), talks with Allen Boggs and Eddie Schrader, two of the artists who took part in the [Arts on the Alley](#) celebration held May 12-13, 2006 in downtown Seneca, SC.

MONDAY, JULY 31, 2006

Arts on the Alley. Donna London of the Jim Self Center on the Future meets [Deb Bridges](#), a raku artist who took part in the [Arts on the Alley](#) celebration held May 12-13, 2006 on Ram Cat Alley in downtown Seneca, SC. For examples of their raku work, visit the websites of potter [Deb Bridges](#) and mosaic artist [Bonnie Smith](#).

MONDAY, AUGUST 14, 2006

The Peace Corps comes to the Alley. Donna London, director of the [Jim Self Center on the Future](#) talks with Alan Foster, a US Peace Corps volunteer in Panama who brought jewelry and other artwork from his host country to the 2006 [Arts on the Alley](#) celebration held May 12-13, 2006 in downtown Seneca, SC.

MONDAY, APRIL 30, 2007

The impact of the arts on an upstate community. Dr. Bob Becker, Director of the [Strom Thurmond Institute on Government and Public Affairs](#) at Clemson University, talks with Mayor Dan Alexander and City Administrator Greg Detrich of the Oconee County city of Seneca, SC. The 2007 [Arts on the Alley](#) celebration takes place May 11 and 12 in downtown Seneca.

MONDAY, MAY 7, 2007

Arts on the Alley. Dr. Bob Becker, Director of the [Strom Thurmond Institute on Government and Public Affairs](#) at Clemson University, talks with Ginger Pope and Warren Carpenter of the [Downtown Seneca Merchant Association](#) about an upcoming arts celebration in the Oconee County city of Seneca, SC. The 2007 [Arts on the Alley](#) events take place May 11 and 12 in downtown Seneca.

MONDAY, NOVEMBER 26, 2007

Celebrating the season in Seneca, SC. We learn what's planned for the holidays on [Ram Cat Alley](#) in historic downtown Seneca from Ginger Pope, co-owner of [Patina on the Alley](#) and Vice President of the [Downtown Seneca Merchant Association](#), and we get tips on decorating from Lucinda Becker, owner of the Red Door home décor and gift store and Jeanne Vanderhuk, owner of [The Lost and Found](#) antique shop.



February 11, 2008

Thank you for the opportunity to present information on the popular ETV Radio program *Your Day*, and to express our sincere appreciation to the Downtown Seneca Merchant Association for its generous support over the last three years.

The *Your Day* sponsorship schedule for the DSMA terminated on **December 31, 2007**. With our limited operating budget, Clemson University Radio Productions relies upon our underwriting partners to sustain our public service programs. We believe that each underwriting partner recognizes the value of its association with *Your Day* and ETV Radio throughout South Carolina and into parts of North Carolina, Georgia and Florida.

In its eighth year, *Your Day* is the leading, consumer-based radio program in South Carolina. Airing Monday – Thursday, 12 noon – 1:00PM statewide over the ETV Radio Network (NPR), *Your Day* currently reaches over **4.2 million listeners** annually. The program is **live streamed** from our Web site, <http://yourday.clemson.edu>, and programs are archived for approximately two years. The Web site now includes **podcasting** which has significantly expanded our total audience. I invite all DSMA members to visit our Web site and see how our underwriters are recognized with a **rotating logo banner** on the home page that directs users to the underwriter's Web site, and a listing of underwriters by their **active logo links** to corresponding sites.

In each community served, *Your Day* listeners record the **highest post secondary education** and **highest household income** of any station in the market. The majority of our audience is over the age of 44 with cooking, gardening, remodeling and photography listed as their major interests.

An exciting thing that has happened since our 2005 partnership is the addition of televised *Your Day* and *Your Day Extra* programs on **SCETV** and the **South Carolina Channel**, ETV's digital cable channel. And now,

Your Day has a regular Sunday afternoon time slot on the South Carolina Channel. Each of our underwriters is acknowledged during the pre-produced, televised openings during these programs, featuring their underwriting messages and logos. In addition, the radio production studio on the Clemson University campus is currently being remodeled to allow future *Your Day* radio programs to also be **televised statewide on ETV** in Fall 2008, resulting in major audience growth.

Enclosed are **additional information on *Your Day***; a **CD** of sample DSMA underwriting spots and programs; a **DVD** of the one-hour "Arts in Downtown Seneca" program that aired on ETV Upstate; and a **proposed underwriting plan** for 2008. The plan includes **two added bonuses**: 1) a one-hour, recorded *Your Day* program to air prior to the 2008 "**Arts On the Alley**" event (ETV Radio, ETV Upstate and the South Carolina Channel), and 2) a one-hour, recorded *Your Day* program on the **SC Heritage Corridor Arts Trail**, featuring Region 1 artists and venues (ETV Radio, ETV Upstate and the South Carolina Channel).

The fee for 200 underwriting credit mentions, and for recording, editing and broadcasting the two added-bonus productions for radio and TV, remains at the 2005 amount of **\$13,520**. (Based on 2008 fee levels for these services, the value would exceed \$16,000.)

It is our hope that the Downtown Seneca Merchant Association will consider renewing your support as a daily *Your Day* underwriter for calendar year 2008. I welcome the opportunity to discuss it with you. Please contact me at 864-656-4391 or via e-mail at RLScott@Clemson.edu. Thank you for your consideration and valued support.

Sincerely,



Roy Scott
Executive Producer



**Underwriting Plan
for
Downtown Seneca
Merchant Association**

January 1 – December 31, 2008

Your Day

Monday – Thursday, ETV Radio (Statewide)

Daily Program Sponsorship

52-week sponsorship, one 20-second mention per program
DSMA logo/web site link on *Your Day* Web site

\$13,520.00*

Added Bonuses

- 1) **One-hour, recorded *Your Day* radio/TV program**
Aired prior to 2008 "Arts On the Alley" event
ETV Upstate, the South Carolina Channel & ETV Radio
- 2) **One-hour, recorded *Your Day* radio/TV program**
Topic: SC Heritage Corridor Arts Trail, Region 1 for broadcast on
ETV Upstate, the South Carolina Channel & ETV Radio

***The *Your Day* program sponsorship can be treated as a tax-deductible gift to the Clemson University Foundation in support of Clemson's public service marketing programs.**

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Monday, February 11, 2008

Listen Live!

Webstreaming Monday - Thursday
@ Noon EST

Featured Sponsor



Would you like to see your logo here?

Click to Subscribe to the
((Your Day Podcast))

Featured Resources

- [State Farmen Institute on Food and Food Policy](#)
- [20 of the Best: Governor McWorter and the Future of God Bless Clemson Enterprises](#)
- [Ginger-rosewater made history at The Herald: and at the 18th annual Southern Carolina Livestock Show Best](#)
- [SC Department of Natural Resources](#)
- [The Self Center on the Sports](#)
- [Dietician and author Jack Bass and the Georgetown Mountain Health and Wellness Center, Dr. Ann](#)

Links to more resources are found on the Schedule page.

Call in to live programs tollfree: 888-539-8859



Feedback.
Please share
your thoughts
with us.



Association for Communication Excellence (ACE)
2008 Critique & Awards Program
GOLD AWARD for Audio Programs and Spots
presented to Your Day Live Call-in Programs



CLEMSON[®]

PUBLIC SERVICE

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Page last updated February 7, 2008.
[Contact: yourdaytv.com](mailto:contact@yourdaytv.com)

This page is best viewed with Internet Explorer.

YOUR Day

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UNIVERSITY

etv
radio

90.1
Greenville

89.1
Aiken

91.3
Columbia

88.1
Spartan

90.1
Conroy

89.9
Baufort

89.3
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Support for **YOUR Day** ...

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**BlueCross BlueShield
of South Carolina**

An Independent Licensee of the Blue Cross and Blue Shield Association.





*Clarion Town House Hotel
Columbia*

BY CHOICE HOTELS



IFNL at CLEMSON
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EXTENSION

**THE
STROM THURMOND
INSTITUTE**



The Brooks Center
FOR THE PERFORMING ARTS

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 2/19/2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Fire Repeater Backup System – Recommend Gunby Communications as single source vendor because this system is to be integrated into our current radio voter system that was installed by Gunby through a competitive bid process. They have installed all the radio voter network system, thus are familiar with all the radio engineering and maintenance technology.

BACKGROUND OR HISTORY:

Fire service approximately five years ago had requested a backup repeater system because the implications of inability to dispatch fire in a major emergency. During one of our ice storms, we had lost an antenna on the repeater which impaired our ability to complete the fire service mission. This new system will be in a different building on a different tower, and on a separate generator, which will prove better capability and redundancy.

SPECIAL CONSIDERATIONS OR CONCERNS:

Since the appointment of the new Emergency Services Director, he not only wants capability for backing up fire but also rescue and possible hazmat. This increased capability increased costs and equipment needs.

STAFF RECOMMENDATION:

Because this system is to be integrated into our current radio voter system that was installed by our present radio vendor through a competitive bid process, it is recommended that because of the radio engineering and maintenance technology that they are familiar with, we have an original equipment vendor award.

FINANCIAL IMPACT:


The original estimate was \$22,000.00, Account 010-104-50840-00000. Because of the changes requested, the estimate is now \$42,000.00. The needed additional funding has been approved out of Account 010-104-30024-00000 and transferred to Account 010-104-50840-00000. No new funds are required.

ATTACHMENTS

Specifications and memo to Procurement Director.

would require approval

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Dale Surrent, County Administrator

Reviewed By/ Initials:

MAK Procurement

_____ Finance

C: Clerk to Council

RECEIVED

FEB 11 2008

Oconee County Procurement

Memo


To: Marianne Dillard, Oconee County Procurement

From: John A. Murray, Director
CC:
Date: 2/8/2008
Re: Single Source Request for Backup Fire Repeater System

Request single source:

1. Backup Fire Repeater System is integrated with voting system.
 - a. Gunby Communications awarded voting system contract through competitive process in 2000.
 - b. The original design of the system required six sites. The county could not afford it all at the time. We just completed the fifth site in late 2006.
 - c. Gunby Communications has first hand equipment knowledge, installation knowledge, and operational knowledge. They are the manufacturer supplier for the system we now use, JPS.
 - d. Technicians are professionally certified and trained, as well as trained in the manufactures product.
2. Funding approved in FY2007-2008 year for \$22,000.00. The actual cost of the project is estimated to be \$42,000.00. The need for the additional \$20,000.00 is because of the following:
 - a. The existing facilities at Long Mountain are not adequate to support this system. The building is out of space and the tower is overloaded and cannot take the load of additional antennas.
 - b. The scope of the project has been expanded to cover a minimum of three frequencies at the request of the Director of Emergency Services.
 - c. There is also a requirement to change frequencies remotely from the Communications Center.
 - d. It must also be integrated into our remote receiver voter network, therefore, there has to be connectivity between our radio site at Long Mountain and the South Carolina Highway site at Long Mountain. This connectivity increases the scope of the projects and causes more technical complexity, such as a fiber optic link, special switch over equipment, etc.
 - e. There is an email agreement between Nick Babin, Director of Communications of the South Carolina Highway Patrol and myself. We presently have Sheriff's Channel 3 operating from the High Patrol building based on this agreement.

The \$22,000.00 that was approved in FY2007-2008 is available in Account Number 010-104-50840-00000. The remaining balance needed of \$20,000.00 is available in the Communications Maintenance on Equipment Account 010-104-30024-00000. A requested is included for transfer of funds from the Maintenance Account to the Capital Equipment Account. No new funds are needed.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 19, 2008
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Arts & Historical grant of \$2,000.00 to Walhalla Civic Auditorium for the advertising, promotion, and hosting of their 5th year anniversary on April 4, 2008. These funds will promote the show "The Best of Broadway" music by Andrew Lloyd Weber. Request approved in Arts & Historical Commission on 2-7-08 by a unanimous vote.

BACKGROUND OR HISTORY:

In September, 2004 the Oconee School District deeded the entire building and land to WCAL. Pastor George Shealy and Bob Littleton had a vision of restoring the auditorium as early as 1991 and led a small group to form, receive a lease, a charter, and a 501 (c) 3 in order to restore the Auditorium. In 2003 the Walhalla Auditorium Restoration Committee became the Walhalla Civic Auditorium and began presenting shows that year. The mission has always been to provide a first-class facility for shows, conferences, and seminars that would enhance the cultural and educational life of the area.

The Auditorium has 453 seats with over 120 in the balcony. Moderate levels of sound and lighting are available. Heritage Corridor and Accommodations Tax funds were used to restore the hall, as well as generous donations and other smaller grants and gifts.

In April, 2008, the WCA will begin its fifth year of operation, celebrating with big Broadway shows and audience pleasers such as Emile Pandolfi. In November 2007, Doc Watson appeared, giving WCA its first real sold-out performance. Other shows planned for the spring of 2008 are The Glenn Miller Orchestra, Andy Cooney, and the Taffetas. The Music of Andrew Lloyd Webber will be an anniversary special, along with The Great Rock & Roll Revival, and a Cinco De Mayo show in May. The entire complex is listed on the National Register of Historic Places, and was last used as the Oconee School District administrative offices.

STAFF RECOMMENDATION:

Approval of Arts & Historical Committee grant request of \$2,000.00 to advertise, promote, and host the show "The Best of Broadway", music by Andrew Lloyd Weber.

FINANCIAL IMPACT:

\$2,000.00 to be paid out of budgeted PRT line item 010-202-30022-00213.

ATTACHMENTS:

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Dale Surrent, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance



The place to be!

January 3, 2008

Oconee Historical Commission
Mr. Luther Lyle, Chair
Walhalla, SC 29691

Dear Mr. Lyle:

The Walhalla Civic Auditorium will celebrate its fifth year of continuous operation this year—April 13, 2003 to be exact. To have an exciting and very special year, we have contracted with diverse, well-known and entertaining artists. At this point in time we will host an African-American guitarist named Calvin Edwards, a bluegrass performer named Rick Oldfield, Emile Pandolfi, the lyrical pianist, Andy Cooney, the Irish tenor, The Glenn Miller Orchestra, The Great Rock and Roll Revival, a Cinco de Mayo show, and War Bonds, a tribute to the veterans and heroes of WWII.

The group that is coming in April is presented by The Best of Broadway, the Music of Andrew Lloyd Webber. Their performance will mark the beginning of the fifth year of entertaining the Tri-State area.

As in most cases, the best costs the most. The fee for Andrew Lloyd Webber is \$5000. We respectfully request that you award the WCA with funds for the Anniversary project—specifically \$2000. That assurance for payment of that group will ensure that our “party” is a great success.

We have been tabulating ZIP codes in order to discover the influence of our presentations toward bringing in tourists from the surrounding areas of Georgia, North and South Carolina. For your information “The Return” who performed for us last September led the way toward fulfilling that goal with a 24.79 percentage of the audience coming from distances farther than 50 miles. The sold-out “Doc Watson” show brought patrons from Greenville, Rock Hill, Hilton Head, Starr, SC; Statesboro, Cumming, Atlanta, Decatur, Gainesville GA; Nokomis, FL; Los Angeles, CA; Marquette, MI; Waverly, Medway, & Dayton, OH, and Norman, OK and Brevard & Highlands, NC. “The Fantastic Shakers,” as expected, brought in a 37% local audience. “Robin Spielberg” had patrons coming from Greenville, Arden, NC and Oswego, IL. We cannot always have shows that appeal to distant audiences, but we can always have shows that appeal to the audience presenting itself.

Our request for assistance with the Music of Andrew Lloyd Webber is viable. We greatly appreciate your help in this matter.

Yours for a better Oconee,

Maxie W. Duke, Grants

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 2/19/08
COUNCIL MEETING TIME: 6:00 pm**

ITEM TITLE OR DESCRIPTION:

Permission for Solid Waste to apply for the South Carolina Department of Health and Environmental Control grants program.

BACKGROUND OR HISTORY:

The South Carolina Department of Health and Environmental Control (SCDHEC) makes several grants available to local governments on an annual basis. The purpose of these grants is to increase the recycling rate and to reduce the per capita municipal solid waste disposal rate. There are several grant categories available this year.

FY 08 Solid Waste Reduction and Recycling Grant

FY 08 Used Oil Grant

FY 08 Waste Tire/Automobile Dismantler Tire Grant

SPECIAL CONSIDERATIONS OR CONCERNS:

- **FY 08 Solid Waste Reduction & Recycling Grant**
Request new roll-off containers for newspaper/mixed paper collection
Grant = \$40,000
NO Local Match Required

- **FY 08 Used Oil Grant**
Request lighted entrance signs that display hours of operation, closings, and other pertinent info for each convenience center
*Request building funds to construct a facility that would house the following:
 - used oil processing area
 - tire handling area
 - conference area for employees and visiting student/tour groupsPrint updated Solid Waste brochures
Professional Development
Grant = \$210,700
NO Local Match Required

- **FY 08 Waste Tire/Automobile Dismantler Tire Grant**
*Request building funds to construct a facility that would house the following:
 - used oil processing area
 - tire handling area
 - conference area for employees and visiting student/tour groupsPrint updated Solid Waste brochures
Professional Development
Grant = \$197,500
NO Local Match Required

** As directed by SCDHEC the construction costs of the proposed facility are split between the Used Oil and Waste Tire grants.*

STAFF RECOMMENDATION:

Approval for Solid Waste to apply for SCDHEC grants listed above.

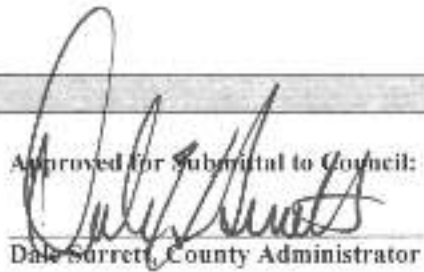
FINANCIAL IMPACT:

NONE of the Solid Waste grants require a local match.

ATTACHMENTS:

Submitted or Prepared By:
Veronda Holcombe-Lewis

Approved for Submittal to Council:



Dale Surrency, County Administrator

Reviewed By/ Initials:

_____ County Attorney

pel Finance

_____ Other

C: Clerk to Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 19, 2008
COUNCIL MEETING TIME: 6:00 p.m.

ITEM TITLE OR DESCRIPTION:

Bid #07-15 Smooth Drum Vibratory Compactor for the Roads and Bridges Department.

BACKGROUND OR HISTORY:

On January 4, 2008, formal sealed bids were opened for this equipment. Eight companies were originally notified of this bid opportunity. Five companies submitted bids, with Blanchard Machinery, of Simpsonville, SC submitting the lowest responsive bid of \$114,946.42.

SPECIAL CONSIDERATIONS OR CONCERNS:

This piece of equipment will be used primarily to obtain the necessary compaction on new construction roads. The compactor can also be used to establish compaction on building sites (i.e. Keowee Fire Station, Keowee Substation, DSS, and Animal Shelter).

STAFF RECOMMENDATION:

Award bid #07-15 to Blanchard Machinery for the amount of \$114,946.42.

FINANCIAL IMPACT:

Although the department only estimated \$110,000 for the purchase of a vibratory compactor, sufficient funding from the account (012-601-50870-00000) is still available due to the Tri-Axle Dump Truck costing \$20,924 less than the budgeted estimate.

ATTACHMENTS:

1. Bid Tabulation
2. Interstate Equipment Withdrawal Letter

Submitted or Prepared by:


(Department Head/Elected Official)

Approved By:

for submission to Council!

Dale Surrent,
Oconee County Administrator

Reviewed By/ Initials:

 n/a County Attorney

pel Finance

 Mack Kelly Other

C: Clerk to Council

Approved Budget Ordinance amount for bid item \$110,000.00
Budget Code 12-601-50870

I hereby certify that to the best of my knowledge
the tabulation of bids to be correct.

M. J. Dillard
Procurement Director

Bidders	Linder Industrial Machinery	Interstate Equipment Company	Blanchard Machinery	ASC Construction Equipment
Address	Greer, SC	West Columbia, SC	Simpsonville, SC	Piedmont, SC
Make and Model	Hamm 3410	JCB Vibromax VM132D	Caterpillar CS56	Volvo /1R SD-116DX
Base Bid	\$ 93,584.00	\$ 97,518.00	\$ 114,846.42	\$ 112,960.55
Option #1: Extended Warranty	\$ 1,589.00	\$ 3,788.00	included	\$ 4,115.00
Sales Tax	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
Grand Total	\$ 95,474.00	\$ 101,606.00	\$ 114,946.42	\$ 117,375.55
	Does not meet specs on horsepower, weight.	Withdraw		
Delivery Time	30 days	90 days	8-10 weeks	4-8 weeks
Warranty One Year	6 month	Standard 2 Yr Warranty	1 year	1 year
Bidders	Van Lott, Inc.	Van Lott, Inc.	H&E Equipment Services	
Address	Simpsonville, SC	Simpsonville, SC	Greenville, SC	
Make and Model	Dynapac CA260D	Dynapac CA362D	no bid	
Base Bid	\$ 115,503.00	\$ 120,684.00		
Option #1: Extended Warranty	\$ 2,750.00	\$ 2,750.00		
Sales Tax	\$ 300.00	\$ 300.00		
Grand Total	\$ 118,553.00	\$ 123,734.00		
Delivery Time	120 days	120 days		
Warranty	1 year	1 year		

Attended Bid Opening: Ann Albertson, Glen Johnson, Mike Dodson - Interstate Equipment, Sean Smith - Van Lott, Olin Dorroh - Linder Industrial Machinery

Marianne Dillard

From: Mike Dodson, Interstate Equipment Co [mdodson8440@charter.net]
Sent: Tuesday, February 05, 2008 12:46 PM
To: Marianne Dillard
Subject: Bid #07-15- Smooth Drum Vibratory Compactor

Hello Marianne:

As of this date we must withdraw our bid for a Smooth Drum Vibratory Roller, your bid # 07-15.

During 2007 JCB Construction Equip. Co. purchased Vibromax, a manufacturer of Drum style Rollers. As the existing JCB dealer for South Carolina we were the interim dealer for the JCB/Vibromax line of equipment. During this interim time, negotiations were ongoing between Interstate Equipment, JCB and the dealer that had been the Vibromax dealer before the JCB buyout as to the future dealer for the JCB/Vibromax line.

Recently, the decision was made by Interstate Equipment Co. to withdraw from consideration as the official dealer in North and South Carolina for the JCB/Vibromax line of equipment. Since we will not be the authorized dealer in this area, we feel that it would be unfair to you as our valued customer, to continue to pursue the sale of this one item to you.

We have enjoyed a positive partnership with Oconee County in the past and feel that this will be the best resolution for us and Oconee County.

As for the issue of the backhoe/loader, I still do not have a confirmed time of delivery. I understand your desire to get this equipment in a more timely manner than we have been able to deliver to this point in time. We do have the backhoe/loader on our yard in Columbia, SC, we are waiting on the arrival of the Hydraulic Thumb attachment, which should arrive at any time. When this attachment arrives it will be our priority to get it installed, along with the other optional attachments that were ordered with this machine, get it all tested and then delivered to the appropriate yard for Oconee County. As I stated, the Hydraulic Thumb is due to arrive this week, (week of 2-4-08) as soon as it arrives I will let you know.

I regret the inconveniences that have been caused by the withdrawing of the bid for the roller and the extended time involved in delivery of the backhoe/loader. I will keep you updated on the progress of the backhoe/loader.

Mike Dodson
Interstate Equipment Co.
864-430-6756



FOR YOUR INFORMATION ONLY

FEBRUARY 19, 2008
6:00 P.M.

State of South Carolina

Governor's Proclamation

- WHEREAS, public works systems and services, including water, sewer, roadways, public buildings, and solid waste collection, are an integral part of the lives of the residents of the Palmetto State; and
- WHEREAS, the health, safety, and comfort of the people and communities across South Carolina depend on the efficient operation of these services and facilities; and
- WHEREAS, the efforts and skills of public works officials are vital to the effective planning, design, construction and performance of our infrastructure; and
- WHEREAS, the 2008 observance of Public Works Week provides a unique opportunity to raise awareness of the importance of the work performed by the dedicated personnel in public works departments across the state.

NOW, THEREFORE, I, Mark Sanford, Governor of the Great State of South Carolina, do hereby proclaim May 18 - 24, 2008, as

PUBLIC WORKS WEEK

throughout the state and encourage all South Carolinians to recognize the positive contributions made by public works officials to the improved quality of life for the people of the Palmetto State.



A handwritten signature in black ink, appearing to read "Mark Sanford".

MARK SANFORD
GOVERNOR
STATE OF SOUTH CAROLINA

Beth Hulse

From: Beth Hulse
Sent: Tuesday, January 15, 2008 3:03 PM
To: 'Brad Norton'; Dale Surrett; George Blanchard (georgejudy1@bellsouth.net); H. Frank Ables (fables@wildblue.net); Mario Suarez (maricosuarez3@gmail.com); Marion E. Lyles (marionelyles@bellsouth.net); Thomas Crumpton Jr. (tsc1@bellsouth.net)
Cc: Veronda Lewis
Subject: Award Ceremony scheduled for Chambers on Friday, February 8, 2008 @ 2PM

Good Afternoon All;

Veronda in Grants asked that let everyone know that there will be a special check presentation ceremony in Council Chambers on Friday, February 8, 2008 at 2:00 p.m.

I know that she is hoping that some of the council members will be able to attend – please RSVP at your earliest convenience if you can attend.

Formal notice will be forthcoming at a later date.

Beth

From: Veronda Lewis
Sent: Tuesday, January 15, 2008 9:39 AM
To: Dale Surrett
Subject: press release

Below is the press release that was sent out by the Department of Commerce.

Dirk Reis has also contacted me regarding the formal check presentation. The Dept. of Commerce wants to hold it on a Friday so the legislative delegation can attend.

Veronda

Veronda Holcombe-Lewis
 Grants Administrator
 Oconee County Finance
 415 S. Pine Street, Walhalla, SC 29991
 Phone: 864-638-4236, Fax: 864-638-4622

From: John Lummus [mailto:jlummus@tctc.edu]
Sent: Monday, January 14, 2008 9:35 AM
To: Veronda Lewis
Subject: FW: Community Development Block Grants Awarded to 12 S.C. Communities

From: Kara Borie [mailto:kborie@commerce.state.sc.us]
Sent: Friday, January 11, 2008 12:25 PM
To: Kara Borie
Subject: Community Development Block Grants Awarded to 12 S.C. Communities

For Immediate Release

1/15/2008

Contact: Kara Borie, SCDOC, 803.737.1998

**Over \$8.4 Million in Community Development Block Grants Awarded to
12 South Carolina Communities**

Funding to Establish Workforce Training Centers and Assist Communities in Developing Affordable Housing

COLUMBIA, S.C. – January 11, 2008 – The South Carolina Department of Commerce today announced over \$8.4 million in Community Development Block Grants (CDBG) have been awarded to 12 communities across the state. The funds are allocated for specific projects that will directly benefit more than 1,500 low to moderate income residents in South Carolina.

"From day one, our administration has focused on bettering the economic soil conditions to promote business growth throughout the state and enhance opportunities for community and economic development," said Gov. Mark Sanford. "These grants will help a number of communities address workforce development and affordable housing needs helping them to become more competitive in attracting jobs and new investment."

With these grant funds, six new "QuickJobs" Development Centers will be created to assist in workforce training and skills development needed to support and grow existing businesses, compete for new jobs and investment, and ensure economic opportunity for communities most in need. The "QuickJobs" Development Centers will be established in coordination with area technical colleges in six counties that do not currently have adequate technical college facilities within the community. Residents will benefit from these new training centers with access to skills training needed to compete for new or higher paying jobs. CDBG funds will cover the construction cost of the "QuickJobs" Development Centers and the centers will be operated by partnering area technical colleges that will provide training courses specifically based on locally identified needs or shortages.

"As we look at the state and talk about the future when it comes to education, trades, or skills, South Carolina cannot afford to focus solely on those that are currently employed. We must focus also on those that were left without the education, skills, or training needed to compete in today's economy. The "QuickJobs" Development Centers are an effort and partnership with the state technical college system to achieve the goal that every county in South Carolina will have the resources necessary to educate and train its entire workforce," said Joe Taylor, Secretary of Commerce.

CDBG funds will also be used in six additional communities to provide new affordable housing opportunities and revitalize existing housing within neighborhoods. These communities will be working with Habitat for Humanity and other local non-profit organizations to help address the shortage of affordable housing by reducing costs for low to moderate income families.

Grant recipients were selected through a statewide competitive process in which local governments submitted grant applications to the South Carolina Department of Commerce. These grants represent a portion of the money allocated annually to South Carolina from the United States Department of Housing and Urban Development (HUD). Local governments are responsible for providing matching funds in an amount of at least five percent.

The South Carolina Department of Commerce administers the Community Development Block Grants program for the state. The program assists communities in providing housing, a suitable living environment, and expanded economic opportunities. Grants are awarded to local governments to carry out a wide range of activities addressing housing and community development needs.

All grants awarded by the CDBG program must meet at least one of three objectives:

- Benefit low and moderate income persons.
- Aid in the prevention or elimination of slums and blighting conditions.
- Meet other urgent community development needs where existing conditions pose a serious and immediate threat to public health and welfare and where other financial resources are not readily available to meet such needs.

Community Development Block Grants will be awarded to the following communities:

QuickJobs Development Centers

Calhoun County Calhoun – \$ 994,500

Colleton County	Colleton -	\$ 1,252,500
Dorchester County -		\$ 1,300,000
Kershaw County -		\$ 1,000,000
Oconee County -		\$ 986,364
Pickens County -		\$ 986,364

Home Town Investment Program

City of Camden -		\$ 359,916
City of Darlington -		\$ 370,000
Jasper County -		\$ 223,559
City of Laurens -		\$ 475,600
Town of Moncks Corner -		\$ 200,000
Town of Summerville -		\$ 300,000

-###-

Kara Borie
SC Department of Commerce
1201 Main St., Suite 1600
Columbia, SC 29201
(803) 737-1998 direct
(803) 806-3458 fax

THIS AGREEMENT CONTAINS CERTAIN PROVISIONS
WHICH MAY BE SUBJECT TO ARBITRATION

SUPPORT AGREEMENT

BETWEEN

Oconee County

AND

**SENIOR SOLUTIONS
D/B/A LAKEVIEW ASSISTED LIVING**

July 1, 2007 – June 30, 2008

SUPPORT AGREEMENT

This Support Agreement, (the "Agreement"), is dated 19 February 2008, by and between Oconee County, and SENIOR Solutions, a South Carolina nonprofit corporation ("SENIOR Solutions")D/B/A Lakeview Assisted Living.

RECITALS

WHEREAS, Oconee County Council, Oconee County signed a Lease Agreement dated February 1, 1975, between Lakeview Rest Home, Inc. (n/k/a Lakeview Assisted Living, Inc.), leasing certain property and all improvements thereon, formerly known as the Oconee County Farm for Indigents, located in Walhalla, South Carolina, to Lakeview for the express purpose of maintaining a long term residential care facility and residence for the aged, infirm and low income residents of Oconee County; and,

WHEREAS, Lakeview has retained SENIOR Solutions to operate and manage the Lakeview facility, providing assisted living and nursing care to certain low income and/or rural elderly residents living in Oconee County; and,

WHEREAS, SENIOR Solutions, a regional provider of services to the elderly, has agreed to undertake the operations and management of the Facility upon certain terms and conditions; and,

WHEREAS, with the aging physical facilities, and compromised financial situation, Lakeview is currently experiencing operating difficulties, and without financial or other support may be forced to immediately terminate its operations; and,

WHEREAS, Oconee County and SENIOR Solutions share a common dream of one day erecting an expanded facility to more adequately serve the needs of the community.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Oconee County and SENIOR Solutions hereby agree as follows:

ARTICLE I
Obligations of SENIOR Solutions

- 1.1. Reports. Upon request, SENIOR Solutions shall prepare and present to Oconee County proposed operating budgets. SENIOR Solutions shall also maintain revenue and expense reports in reasonable detail as agreed upon between the parties. SENIOR Solutions shall, upon request, provide Oconee County an audited year-end revenue and expense report within ninety (90) days after the end of each fiscal year.
- 1.2 SENIOR Solutions shall provide the services to Lakeview Assisted Living, Inc. as set out in the Interim Management Services Agreement between Lakeview Assisted Living, Inc. and Senior Solutions dated May 9, 2006. Senior Solutions agrees that Oconee County shall be able to enforce said Agreement on behalf of Lakeview Assisted Living, Inc.

ARTICLE II
Obligations of Oconee County

- 2.1 Support. Oconee County shall provide support to SENIOR Solutions on behalf of Lakeview's in the amount of \$50,000 per year. This amount will not impact the other funding to which SENIOR Solutions applies each year for other SENIOR programs.
- 2.2 Facility Repair. Oconee County shall, pursuant to its February 1, 1975 Lease Agreement with Lakeview Rest Home, Inc. (n/k/a Lakeview Assisted Living, Inc.), maintain the facility in adequate repair to ensure the safety and comfort of its residents, employees, and guests.

ARTICLE III
Term and Termination

- 3.1 Term. The initial term of this Agreement shall be for a period of one (1) year commencing on July 1, 2007, and terminating on June 30, 2008. This Agreement may be renewed for successive periods upon the mutual written consent of each party, unless sooner terminated by either party as provided herein.
- 3.2 Termination Oconee County. Oconee County may terminate this Agreement and have no further liability or obligation hereunder, except as otherwise provided in this Agreement with regard to loss reimbursement, upon the occurrence of the following events:
 - (a) Cession of Performance. SENIOR Solutions ceases to perform or cause to be performed its duties and responsibilities hereunder, and

such cessation continues uncured for a period of thirty (30) days after SENIOR Solution's receipt or written notice specifying such breach; provided, however, that if the breach is of a type that cannot be cured within such thirty (30) day period, SENIOR Solutions shall have such longer period of time as may be reasonably necessary provided SENIOR Solutions commences the cure within such thirty (30) day period and thereafter prosecutes such cure diligently to completion.

ARTICLE V

Independent Relationship and Indemnity

- 5.1 Independent Contractor Status. Oconee County and SENIOR Solutions are at all times acting and performing hereunder as independent contractors. This Agreement does not, and shall not be interpreted as creating a partnership or joint venture between SENIOR Solutions and Oconee County. SENIOR Solutions shall have no liability whatsoever for damages suffered on account of the willful misconduct or negligence of any employee, agent or independent contractor (other than SENIOR Solutions) of Oconee County, and Oconee County shall have no liability whatsoever for damages suffered on account of the willful misconduct or negligence of any employee, agent or independent contractor (other than Lakeview) of SENIOR Solutions.
- 5.2 Indemnity.
- (a) Indemnity by Oconee County. Oconee County agrees to the extent provided by law to indemnify and hold SENIOR Solutions and its directors, officers, agents, employees, stockholders and affiliates, and the directors, officers, agents and employees of its stockholders and affiliates, harmless from and against any and all filings, suits, proceedings, claims, penalties, judgments, costs and expenses (including, but not limited to, court costs, and reasonable attorney's fees) incurred by SENIOR Solutions, resulting or arising from its performance of services contemplated herein, any breach in any representation or warranty of Oconee County contained herein, any default in the performance or any covenant or agreement contained herein, or which may be caused by the gross negligence or willful acts of Oconee County.
- (b) Indemnity by SENIOR Solutions. SENIOR Solutions agrees to the extend provided by law to indemnify and hold Oconee County, its Council, officers, agents, employees, harmless from and against any and all filings, suits, proceedings, claims, penalties, costs and expenses (including, but not limited to, court costs, and reasonable attorney's fees) incurred by Oconee County, resulting or arising from any breach in any representation or warranty of SENIOR Solutions contained herein or any default in the performance or any

covenant or agreement contained herein, or which may be caused by the gross negligence or willful acts of SENIOR Solutions.

ARTICLE VI

Force Majeure

- 6.1 No party to this Agreement shall be liable to the other for failure to perform any of the services, duties or obligations required by such party herein in the event of strikes, lockouts, calamities, Acts of God, unavailability of supplies or other events over which such party has no control for so long as such event continues and for a reasonable period of time thereafter; provided, each party agrees to use reasonably diligent efforts to perform such services, duties and obligations required of such party herein.

ARTICLE VII

Confidential Information

- 7.1 The parties agree, and shall cause their employees and agents to agree, that none shall at any time during the term of this Agreement or after the date this Agreement terminates, disclose to anyone, other than on a need to know basis, any Confidential Information. Confidential Information is defined as all lists of residents and other information relating thereto, records, quality assurance information, price lists, supplier lists, marketing plans, trade secrets, new product information, special or unique processes or methods, sales and advertising plans, contracts or agreements with any person or entity, including, without limitation, hospitals, physician's offices and all other information which relate to the respective businesses of the parties and which have not been disclosed by such party to the public and which are the subject to reasonable efforts to maintain the confidentiality thereof. All officers, directors, employees, and agents of the parties who will have access to all or any part of such Confidential Information may be required to execute an agreement, at the reasonable request of the other party, and in a form acceptable to that party and its counsel, committing themselves to maintain the Confidential Information in strict confidence and not to disclose it to any unauthorized person or entity. Each party hereby acknowledges that in the event that it or any of its shareholders, members, employees or agents engage in activities prohibited by this Article VII, money damages shall be an inadequate remedy, and each party agrees that the other party shall be entitled to obtain, in addition to any other remedy provided by law or equity, an injunction against the violation of the obligations herein.

ARTICLE VIII

Miscellaneous

8.1 Notices. Any notices and other communications to be given hereunder shall be in writing and shall be deemed to have been given when delivered by hand or five days after such notice is mailed, by registered or certified mail, postage prepaid, return receipt requested, addressed to such party as follows:

If to SENIOR Solutions:

3420 Clemson Boulevard
Anderson, SC 29621
Attention: Douglas A. Wright

If to Oconee County:

Attention:

Or to such other addresses as shall be furnished in writing by any party to the other party.

- 8.2 Additional Acts. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably to carry out the provisions and intent of this Agreement.
- 8.3 Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of South Carolina, applied without giving any effect to any conflict of laws principles.
- 8.4 Captions. The captions or headings in the Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this agreement.
- 8.5 Severability. In the event that any provision or part of any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining parts or provisions of this Agreement, which shall continue in full force and effect.
- 8.6 Contract Modifications for Prospective Legal Events. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the date of this Agreement, are interpreted by judicial decision, regulatory agency, or legal counsel of both parties in such a manner as to indicate that the structure of this Agreement may be in

violation of such laws or regulations, the parties, upon advice of counsel, shall amend this agreement to maximum extent possible to preserve the underlying economic and financial arrangements. If an amendment is not possible, any party shall have the right to terminate this Agreement.

- 8.7 Modifications. This Agreement contains the entire agreement of the parties and supersedes any and all prior or contemporaneous negotiations, understandings or agreements between the parties, written or oral, with respect to the transactions contemplated hereby. This Agreement may not be changed or terminated orally, but may only be changed by an agreement in writing signed by a duly authorized officer of the respective parties.
- 8.8 No Rule of Construction. The parties acknowledge that this Agreement was prepared by SENIOR Solutions solely as a convenience and that all parties and their counsel have read and fully negotiated all of the language used in this Agreement. The parties acknowledge and agree that because all parties and their counsel participated in negotiated and drafting this agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor or against any party by reason of that party's role in drafting this Agreement.
- 8.9 Counterparts. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall together, constitute and be one and the same instrument.
- 8.10 Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their successors and permitted assigns. Subject to the foregoing, no person not a party hereto shall have any rights under or by virtue of this Agreement.
- 8.11 Assignment. No party may assign this Agreement without the other's written consent, which consent shall not be unreasonably withheld.
- 8.12 Dispute Resolution. In the event of any controversy, dispute, disagreement or claim arising out of or relating to this Agreement, or any alleged breach thereof, or the subject matter thereof, the parties shall first negotiate the matter between themselves in good faith. If such negotiations do not resolve the matter, then either party may demand in writing that the matter be submitted to mediation. The parties shall jointly select a mediator and will share equally in the cost of the mediation. If the mediation does not resolve such dispute, then the matter shall be settled by binding arbitration administered pursuant to the rules of buy not necessarily by the American Arbitration Association, and judgment on any award rendered by the arbitrator(s) may be entered

and enforced in any court having jurisdiction thereof. The prevailing party in such arbitration proceeding shall be entitled to recover all reasonable and actual costs, including reasonable attorney's fees from the other party as part of any such award in the proceeding. The term "prevailing party" shall mean the party in whose favor an award is rendered with respect to the claims asserted in the arbitration. Reasonable attorney's fees are those fees actually incurred in obtaining the award in favor of the prevailing party.

IN WITNESS WHEREOF, Oconee County and SENIOR Solutions have duly executed this Agreement on the day and year first above written.

Oconee County

By:



Name:

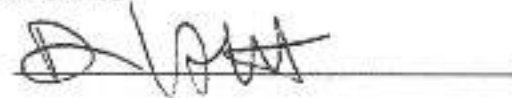
GEORGE BLANCHARD

Title:

COUNCIL CHAIRMAN

SENIOR Solutions

By:



Name:

Douglas A. Wright

Title:

President and CEO

DIRECT AID

	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008
Cooperative Extension	\$ 5,000	\$ 6,000	\$ 0	\$ 8,750	\$ 0
SC Association of Counties	\$ 13,555	\$ 13,555	\$ 0	\$ 0	\$ 0
OMH Ambulance Service	\$ 100,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Anderson-Oconee Speech & Hearing	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 0
Oconee County Public Defender	\$ 75,000	\$ 100,000	\$ 150,000	\$ 150,000	\$ 0
OC Board of Disabilities and Special Needs	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 5,000
Anderson-Oconee-Pickens Mental Health	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
City of Seneca	\$ 152,610	\$ 152,610	\$ 152,610	\$ 190,762	\$ 190,762
City of Walhalla	\$ 74,190	\$ 74,190	\$ 74,190	\$ 92,737	\$ 120,000
City of Westminster	\$ 64,890	\$ 64,890	\$ 64,890	\$ 81,112	\$ 81,112
Town of Salem	\$ 3,482	\$ 3,482	\$ 3,482	\$ 4,362	\$ 4,362
Town of West Union	\$ 5,280	\$ 5,280	\$ 5,280	\$ 6,600	\$ 6,600
Senior Solutions	\$ 37,815	\$ 37,815	\$ 0	\$ 87,815	\$ 87,815
Appalachian Council of Government	\$ 27,951	\$ 27,951	\$ 0	\$ 0	\$ 0
Office of Master in Equity	\$ 36,056	\$ 36,056	\$ 36,056	\$ 36,056	\$ 0
Lakeview Rest Home	\$ 1,500	\$ 1,500	\$ 25,000	\$ 16,951	\$ 0
SC Upper Piedmont Heritage Association	\$ 25,000	\$ 25,000	\$ 0	\$ 40,000	\$ 0
Walhalla Auditorium Restoration Committee	\$ 5,000	\$ 0	\$ 0	\$ 0	\$ 0
Salem Infrastructure	\$ 10,000	\$ 0	\$ 0	\$ 0	\$ 0
OC Humane Society	\$ 100,000	\$ 0	\$ 0	\$ 0	\$ 0
Foothills Rape Crisis Center	\$ 20,000	\$ 0	\$ 0	\$ 25,000	\$ 25,000
Seneca Transit	\$ 0	\$ 0	\$ 0	\$ 30,000	\$ 35,000

*FY2005-2006, FY2006-2007, and FY2007-2008, Helping Hands is included in Charity Medical.
 FY2005-2006, FY2006-2007, FY2007-2008, SC Association of Counties is included in County Council Budget.
 FY2007-2008 Cooperative Extension is included in State Services.
 FY2007-2008 Public Defender is included in Judicial Services.

Received 2/19/08
by Effie
Clark to Council
from AGD

Petition To Oconee County Council

*I am an Oconee County property owner,
and I strongly support passage of the
Oconee County Zoning Enabling
Ordinance (ZEO) and the Lake Overlay
District for Lakes Keowee and Jocassee.*

*Please protect our valuable resources
from inappropriate development that can
forever change our quality of life!*

Name	Address	City	State	Zip
Leila M. Walker	6011 Rill Court	Seneca	SC	
John Long	521 Beacon Shores Drive	Seneca	SC	29672
Martha Long	521 Beacon Shores Drive	Seneca	SC	29672
Kathy Badura	724 Navigators Pt.	Seneca	SC	29672
Todd Badura	724 Navigators Pt.	Seneca	SC	29672
Randall D Wilhoit	748 Navigators Pointe	Seneca	SC	29672
Peter C. LeRoy	750 Navigators Point	Seneca	SC	29672
Bradford Ferrer	754 Navigator's Pointe	Seneca	SC	29672
Patricia Ferrer	754 Navigator's Pointe	Seneca	SC	29672
Jim Jacques	756 NAVIGATORS PT.	Seneca	SC	29672
Gail G Parker	758 Navigators Pt.	Seneca	SC	29672
H. Byron Parker	758 Navigators Pt.	Seneca	SC	29672
Donald Slaughter	760 Navigators Pointe	Seneca	SC	29672
Brian Sykes	1321 Shyre Crest Way	Lawrenceville	GA	30043
Cindy Sykes	1321 Shyre Crest Way	Lawrenceville	GA	30043
Kip Miller	743 Navigators Pt	Seneca	SC	29672
Bill Christensen	2841 Anglers Ave	Hartsville	SC	
Barbara Scharett	735 Navigator's Pointe	Seneca	SC	29672
John Scharett	735 Navigator's Pointe	Seneca	SC	29672
John Bolling	729 Navigators Pointe	Seneca	SC	29672
Gail A. Pierce	230 Wetland Way	Anderson	SC	
James R. Pierce	230 Wetland Way	Anderson	SC	
Emil A. Pfister	1221 Shadow Way	Greenville	SC	
Bess Ciupak	310 Lake Winds Court	Seneca	SC	29672
John Ciupak	310 Lake Winds Court	Seneca	SC	29672
Martha Sample	401 Ridge Pointe Ct	Seneca	SC	29672
Alton Brant	404 Ridge Pointe Court	Seneca	SC	29672
Virginia D. Brant	404 Ridge Pointe Court	Seneca	SC	29672
John MacIsaac	402 Ridge Pointe Court	Seneca	SC	29672
Sally MacIsaac	402 Ridge Pointe Court	Seneca	SC	29672
Robert Denny	400 Ridge Pointe Ct	Seneca	SC	29672
Judy Beck	303 Lake Winds Ct.	Seneca	SC	29672
Robert Beck	303 Lake Winds Ct.	Seneca	SC	29672
Keith Long	300 lake winds court	Seneca	SC	29672
Alfonso Diago	105 Stonecrest road	Greer	SC	
William C. Jones	213 N. Beacon Shores Dr.	Seneca	SC	29672
Alan S. Armstrong	215 N. Beacon Shores Drive	Seneca	SC	29672
Barbara A. Armstrong	215 N. Beacon Shores Drive	Seneca	SC	29672
David M. Garramone	214 N. Beacon Shores Dr.	Seneca	SC	29672
Michael J Mowrey	206 N beacon Shores Dr	Seneca	SC	29672
William Ensor	163 Infantry Way	Marietta	GA	
Karen Thomas	5124 Bronwyn Ct	Gibsonia	PA	
Lawrence Thomas	5124 Bronwyn Ct	Gibsonia	PA	
Carla Denny	200 N. Beacon Shores Dr.	Seneca	SC	29672
Keith Denny	200 N. Beacon Shores Dr.	Seneca	SC	29672
Carlton R Howk	4006 Penhurst Drive	Marietta	GA	
Patricia A Howk	4006 Penhurst Drive	Marietta	GA	
Kenneth A. Marshall	607 Lighthouse Ct.	Seneca	SC	29672
Martha File	607 Lighthouse Ct.	Seneca	SC	29672
marcia willis	605 Lighthouse Ct.	Seneca	SC	29672
Lyndel M. Geiben	514 Beacon Shores Drive	Seneca	SC	29672

Nicholas D. Geiben	514 Beacon Shores Drive	Seneca	SC	29672
Bill Brens	522 Beacon SHores Dr.	Seneca	SC	29672
Sue Brens	522 Beacon SHores Dr.	Seneca	SC	29672
Arthur Allen	317 Lake St.	Upper Saddle River	NJ	
Steven L. Christensen	531 Elma Meadow Lane	Elma	NY	
Chuck Kellner	532 Beacon Shores Drive	Seneca	SC	29672
Judith Kellner	532 Beacon Shores Drive	Seneca	SC	29672
Lyle Caswell	525 Beacon Shores Dr.	Seneca	SC	29672
Linn B Osterman	523 Beacon Shores Dr	Seneca	SC	29672
Dennis Moriarty	519 Beacon Shores Drive	Seneca	SC	29672
Janet Moriarty	519 Beacon Shores Drive	Seneca	SC	29672
Ronavan R. Mohling	515 Beacon Shores Drive	Seneca	SC	29672
Jim Krautlarger	704 Navigators Pt.	Seneca	SC	29672
Roberta Krautlarger	704 Navigators Pt.	Seneca	SC	29672
Denise McDonald	708 Navigators Pt.	Seneca	SC	29672
Keith McDonald	708 Navigators Pt.	Seneca	SC	29672
Linda Lovely	710 Navigators Pointe	Seneca	SC	29672
Tom Hooker	710 Navigators Pointe	Seneca	SC	29672
Barry Birkett	714 Navigators Pt	Seneca	SC	29672
Kathy Birkett	714 Navigators Pt	Seneca	SC	29672
Thomas Baca	16 Chippewa Dr.	Oswego	IL	
JoAnne Royer	address: 807 Clifton Ct	Seneca	SC	29672
Robert Royer	address: 807 Clifton Ct	Seneca	SC	29672
Richard DeVogelaere	725 Deer Path	Ortonville	MI	
Valerie DeVogelacre	725 Deer Path	Ortonville	MI	
Diane Claude	803 Clifton Ct.	Seneca	SC	29672
Rob Claude	803 Clifton Ct	Seneca	SC	29672
Philip L. Kowalski	801 Clifton Court	Seneca	SC	29672
CARMEN Y FOLEY	513 Cold Stream Place	Nashville	TN	
Jewel Jacobs	900 southwind ct.	Seneca	SC	29672
william r. Jacobs	900 southwind ct.	Seneca	SC	29672
Louis Watson	902 Southwind Court	Seneca	SC	29672
Sherry Watson	902 Southwind Court	Seneca	SC	29672
Elaine Grotheer	815 Deere Park Court	Deerfield	IL	
Richard Grotheer	815 Deere Park Court	Deerfield	IL	
Ken Webb	903 Southwind Ct.	Seneca	SC	29672
John M Katko	901 Southwind Ct	Seneca	SC	29672
Patricia Katko	901 Southwind Ct	Seneca	SC	29672
Robert Kennedy	738 Navigators Pointe	Seneca	SC	29672
Jim Doyle	742 Navigators Pointe	Seneca	SC	29672
Mary Doyle	742 Navigators Pointe	Seneca	SC	29672
Gerald Price	744 Navigators Pointe	Seneca	SC	29672
Rachel Price	744 Navigators Pointe	Seneca	SC	29672
Bruce Feiner	315 Lake Winds Court	Seneca	SC	29672
Melanne Feiner	315 Lake Winds Court	Seneca	SC	29672
Lorel C. Bolte	175 Warrior Creek Drive	West Union	SC	29696
Philip L. Bolte	175 Warrior Creek Drive	West Union	SC	29696
Kathleen S. Daniel	108 Northbrook Way	Greenville	SC	
Kenneth Dunlap	204 Cedar Creek Lane	Seneca	SC	
Douglas Young	105 Eagle Court	Westminster	SC	
Ellen R. Young	105 Eagle Court	Westminster	SC	
Karen V. Balcerzak	65 Harvard Street	Red Bank	NJ	07701

Robert S. Balcerzak	65 Harvard Street	Red Bank	NJ	07701
John H. Sharp	819 Rockcrest Way	Salem	SC	29678
Jay Alexander	380 Copeland Road	greer	SC	
Robert Jordan	150 Friendship Point Drive	Seneca	SC	
Robert F. Brown	3019 Lake Keowee Lane	Seneca	SC	
Helen Maish	3025 Lake Keowee Lane	Seneca	SC	
Houston A. Peden	10003 Clovis Dr.	Seneca	SC	
Doug Meyer	10009 Clovis Drive	Seneca	SC	
Carole Steele	10001 Clovis Drive	Seneca	SC	
Mark Steele	10001 Clovis Drive	Seneca	SC	
Crestview Owners Association	PO Box 8277	Seneca	SC	29672
Stuart Callahan	14018 Crest Drive	Seneca	SC	
Greg Livermore	301 Wiltshire Way	Columbia	SC	
Donna Absher	112 Crest Pointe Drive	Seneca	SC	29672
Trey Absher	112 Crest Pointe Drive	Seneca	SC	29672
Joseph Michael Smith	204 Belle Pines Ct	Seneca	SC	29672
John Harris	104 Crest Pointe Dr.	Seneca	SC	
Susan Harris	104 Crest Pointe Dr.	Seneca	SC	
Andrea Schober	505 Northridge Pointe Drive	Seneca	SC	
Bruce Schober	505 Northridge Pointe Drive	Seneca	SC	
Craig Monson	3405 Split Oak Circle	Seneca	SC	
Dana Shope	100 Wynmere Way	Seneca	SC	
Isabel A. Millward	208 Wynmere Way	Seneca	SC	
Richard S. Millward	208 Wynmere Way	Seneca	SC	
JOSEPH E. DUTY, JR.	103 WYNMERE WAY	Seneca	SC	
MARGARET E. DUTY, JR.	103 WYNMERE WAY	Seneca	SC	
Linda Hamilton	105 Wynmere Way	Seneca	SC	
Walter A. Dahl	109 Wynwood Ct.	Seneca	SC	
Marcia Banholzer	221 wynmere way	Seneca	SC	
William Banholzer	221 wynmere way	Seneca	SC	
Frances M. Witmer	224 Wynmere Way	Seneca	SC	
Thomas H. Witmer	224 Wynmere Way	Seneca	SC	
Kathryn Clarke	210 Wynmere Way	Seneca	SC	
Richard L. Clarke	210 Wynmere Way	Seneca	SC	
Danielle Dahl	109 Wynwood Court	Seneca	SC	
Judith D. Benson	220 Wynmere Way	Seneca	SC	
Cleo Shields	202 Wynmere Way	Seneca	SC	
William Shields	202 Wynmere Way	Seneca	SC	
Paul R George	208 Honeysuckle Drive	Seneca	SC	29672
Bruce W. Burley	320 Petty Road	Seneca	SC	29672
Francis J Lewandowski	302 Petty Rd.	Seneca	SC	29672
Herbert Kegley	226 Petty Rd.	Seneca	SC	29672
Margaret Kegley	226 Petty Rd.	Seneca	SC	29672
Elizabeth Becker	250 Petty Road	Seneca	SC	29672
Richard Becker	250 Petty Road	Seneca	SC	29672
Ellen Warrach	234 Petty Road	Seneca	SC	
Wolfgang Warrach	234 Petty Road	Seneca	SC	
david keith	106 emerald pointe dr	Seneca	SC	29672
Ed Little	217 Amethyst Way	Seneca	SC	
Kristin Meyers	311 Amethyst Way	Seneca	SC	
Stephen E. Bradley	328 Amethyst Way	Seneca	SC	
Jeff Sciallo	105 Emerald Pointe Drive	Seneca	SC	

Jean Chase	309 Amethyst Way	Seneca	SC	29672
Stephen Chase	309 Amethyst Way	Seneca	SC	29672
Jim Miller	502 Jade Lane	Seneca	SC	
Fred Molz	213 Amethyst Way	Seneca	SC	
Mary Lee Molz	213 Amethyst Way	Seneca	SC	
JEFF A. KATES	107 EMERALD POINTE DR	Seneca	SC	29672
MONICA KATES	107 EMERALD POINTE DR	Seneca	SC	29672
Charlie Lovelace	315 Amethyst Way	Seneca	SC	29672
Linda Lovelace	315 Amethyst Way	Seneca	SC	29672
John Worden	208 Amethyst Way	Seneca	SC	
Ruth Ann Worden	208 Amethyst Way	Seneca	SC	
Randall Lusk	305 Amethyst Way	Seneca	SC	
David Myers	206 Amethyst Way	Seneca	SC	
Rosemary Myers	206 Amethyst Way	Seneca	SC	
Pamela Altstatt	321 Amethyst Way	Seneca	SC	
Joyce Klaras	202 Amethyst Way	Seneca	SC	
Bonnie Lamarand	326 Amethyst Way	Seneca	SC	
James A. Lamarand	326 Amethyst Way	Seneca	SC	
david sandridge	205 jocassee point road	Salem	SC	29676
Fred Martin	1225 Parkins Mill Rd.	Greenville	SC	
David Martin	204 Cape Charles Drive	Greenville	SC	
Elaine Martin	204 Cape Charles Drive	Greenville	SC	
Larry Bowman	103 Greystone Court	Seneca	SC	
Chris Lybeer	1999 Hampton Shores Drive	Seneca	SC	
Nancy Smolen	2016 hampton shores dr	Seneca	SC	
Thomas Smolen	2016 hampton shores dr	Seneca	SC	
Adelaide V. Carpenter	234 Heartwood Drive	Seneca	SC	29672
Amy Twitty	511 High Hammock Drive	Seneca	SC	29672
John Twitty	511 High Hammock Drive	Seneca	SC	29672
Eugene Marshall Burns III	303 Holdievale Drive	Seneca	SC	
Patricia K Toney	105 Laurel Ln	Seneca	SC	
Catherine D. Holmes	1122 Oconee Bell Court	Seneca	SC	29672
Thomas D. Holmes	1122 Oconee Bell Court	Seneca	SC	29672
Gloria S. Syme	1812 Grandview Drive	Seneca	SC	29672
John H. Syme	1812 Grandview Drive	Seneca	SC	29672
Patrick D. Ford	912 Lakecrest Drive	Seneca	SC	29672
Joan B. Ashworth	1630 Keowee Lakeshore Drive	Seneca	SC	29672
Robert P. Ashworth	1630 Keowee Lakeshore Drive	Seneca	SC	29672
Joel Stoudenmire	1861 West Little River Dr.	Seneca	SC	29672
Thomas E. Sluder	1503 Keowee Lakeshore Drive	Seneca	SC	29672
Terry Keane	1632 Keowee Lakeshore Dr	Seneca	SC	29672
Virginia L. Bertram	928 Lakecrest Drive	Seneca	SC	29672
William R. O. Bertram	926 Lakecrest Drive	Seneca	SC	29672
Mary Lanning	906 Lakecrest Dr	Seneca	SC	29672
Timothy Lanning	906 Lakecrest Dr	Seneca	SC	29672
William L Abercrombie	1530 Red Oak Ct	Seneca	SC	
Chuck Allen	1521 Red Oak Court	Seneca	SC	29672
Jerry Lynch	1709 Keowee Lakeshore Dr	Seneca	SC	29672
Sharon Lynch	1709 Keowee Lakeshore Dr	Seneca	SC	29672
Linda L. Redmann	1522 Red Oak Court	Seneca	SC	29672
Robert Burgen	1655 West Little River Drive	Seneca	SC	29672
Ann Castl	201 E Wynward Pointe Dr	Salem	SC	29676

Anthony J. Principe	505 Long Reach Drive	Salem	SC	29676
Barbara S. Baker	10 Dinghy Ct	Salem	SC	29676
ben turetzky	18 lash up lane	Salem	SC	29676
Betty Kinback	8 Rum Row Ct.	Salem	SC	29676
Brett Beazley	28 Lighthouse Way Dr	Salem	SC	29676
Judy Beazley	28 Lighthouse Way Dr	Salem	SC	29676
Carol Kurth	2 Passage Lane	Salem	SC	29676
Carol Myers	16 Lead Line Way	Salem	SC	29676
CC Snyder	536 N. Flagship Drive	Salem	SC	29676
Christine E. Christensen	1 Day Beacon Ct.	Salem	SC	29676
Connie Graves	495 Yawl Bldg #338 Tall Ship Dr.	Salem	SC	29676
D Gary Brodhagen	108 E Blue Heron Dr	Salem	SC	29676
David Kurth	2 Passage Lane	Salem	SC	29676
Donald Robertson	18 Blowing Fresh Drive	Salem	SC	29676
Duncan M. Erickson	16 Lash Up Lane	Salem	SC	29676
Dwight Hotchkiss	5 Dinghy Ct.	Salem	SC	29676
Elizabeth A. Reimer	540 Long Reach Drive	Salem	SC	29676
Gary Castl	201 E Wynward Pointe Dr	Salem	SC	29676
George Ostapchenko	28 Quartermaster Drive	Salem	SC	29676
Gordon Brown	6 Mizzen Lane	Salem	SC	29676
Jack Kinback	8 Rum Row Ct.	Salem	SC	29676
james b taylor	16 commodore drive	Salem	SC	29676
Jim Myers	16 Lead Line Way	Salem	SC	29676
JoAnn Hawkins	12 Skipper Lane	Salem	SC	29676
Joanna Donogan	3 Spinnaker Way	Salem	SC	29676
John Donegan	3 Spinnaker Way	Salem	SC	29676
John Graves	495 Yawl Bldg #338 Tall Ship Dr.	Salem	SC	29676
Joyce Brickett	4 Bowsprit Lane	Salem	SC	29676
Judy Beazley	28 Lighthouse Way Dr.	Salem	SC	29676
Lacy Chatneuff	584 Tall Ship Drive	Salem	SC	29676
Larry Agnew	41 Starboard Tack Dr	Salem	SC	29676
MAC McDARIS	15 BLOWING FRESH DRIVE	Salem	SC	29676
Marilyn Robertson	18 Blowing Fresh Drive	Salem	SC	29676
Mario Muzii	23 Spy Glass Lane	Salem	SC	29676
Mark Zabroske	43 Quartermaster	Salem	SC	29676
Mary Ann Hotchkiss	5 Dinghy Ct.	Salem	SC	29676
Patricia Ostapchenko	28 Quartermaster Drive	Salem	SC	29676
Phillip Mazzie	36 Quartermaster Dr.	Salem	SC	29676
R Peter Cooke	8 Marina Village Way	Salem	SC	29676
Randy Jackson	13 Point North Dr.	Salem	SC	29676
Richard Bushey	23 Calm Sea Drive	Salem	SC	29676
Richard E. Imershein	317 South Reach Lane	Salem	SC	29676
Richard Skinner	12 Wharf Dr.	Salem	SC	29676
Robert Amos	4 Lighthouse ct	Salem	SC	29676
Robert C Schmeelcke	36 Mainsail Drive	Salem	SC	29676
Shirley Muzii	23 Spy Glass Lane	Salem	SC	29676
SUE McDARIS	15 BLOWING FRESH DRIVE	Salem	SC	29676
Susan Brown	6 Mizzen Lane	Salem	SC	29676
Susan Snyder	536 N. Flagship Drive	Salem	SC	29676
William D. Carkhuff	429 Long Reach Dr.	Salem	SC	29676
Jack Warner	4 High Water Cour	Salem	SC	29676
Sandra Warner	4 High Water Cour	Salem	SC	29676

Michael Wall	9 High Water Court	Salem	SC	29676
Mary Kay Wall	9 High Water Court	Salem	SC	29676
Sam Cozzens	3 Sail Maker Court	Salem	SC	29676
Peggy Cozzens	3 Sail Maker Court	Salem	SC	29676
Ernest Gray	10 Boatswain Way	Salem	SC	29678
Thornton W Morse	102 E Blue Heron Drive	Salem	SC	29676
Patricia S Morse	102 E Blue Heron Drive	Salem	SC	29676
Cheryl McRae	316 South Reach Lane	Salem	SC	29678
Robert Andrews	11 Maritime Drive	Salem	SC	29676
Nancy Andrews	11 Maritime Drive	Salem	SC	29676
Nancy Atwood	13 Golf Green Ln	Salem	SC	29676
John Atwood	13 Golf Green Ln	Salem	SC	29676
Roger Schulz	4 Rudder Ct.	Salem	SC	29672
Marilyn Schulz	4 Rudder Ct.	Salem	SC	29672
Judith Adelberg	33 channel lane	Salem	SC	29672
Mary K Wall	9 High Water Ct.	Salem	SC	29672
Clark K. Riley	13 Skipper Lane	Salem	SC	29678
Jane F. Riley	14 Skipper Lane	Salem	SC	29678
Donald Fuller	Donald Fuller	Salem	SC	29676
Jay E. Kennedy	219 South Reach Lane	Salem	SC	29676
Edna Melamed	521 Long Reach Drive	Salem	SC	29676
Eugene Melamed	521 Long Reach Drive	Salem	SC	29676
Eugene Madill	6 Sextant Drive	Salem	SC	29676
Jerry Slavik	8 Cutter	Salem	SC	29676
Donna Davidson	3 Rum Row Ct	Salem	SC	29676
John Davidson	3 Rum Row Ct	Salem	SC	29676
Esther Dickens	5 Shiplight Ct.	Salem	SC	29676
Roger Joe Dickens	5 Shiplight Ct.	Salem	SC	29676
James Cleary	388 McCalls Drive	Salem	SC	29676
Martha Cleary	388 McCalls Drive	Salem	SC	29676
Stuart Lohr	4 Captain Lane	Salem	SC	29676
Karen Wilkinson	24 Lash Up Lane	Salem	SC	29676
William Wilkinson	24 Lash Up Lane	Salem	SC	29676
Bob Foreman	2 Beacon Dr.	Salem	SC	29676
Bill Holzhauser	11 Point North Drive	Salem	SC	29676
Lynn Mazzie	36 Quartermaster Drive	Salem	SC	29676
Phil Mazzie	36 Quartermaster Drive	Salem	SC	29676
Fred Powers	51 Mainsail Drive	Salem	SC	29678
Nancy Powers	51 Mainsail Drive	Salem	SC	29678
Gary D. Griffin	12 Lookout Lane	Salem	SC	29676
barbara farrell	30 calm sea dr	Salem	SC	29676
jim farrell	30 calm sea dr	Salem	SC	29676
James Roether	6 Marina View Circle	Salem	SC	29676
Susan Roether	6 Marina View Circle	Salem	SC	29676
Paul Kantzler	5 Ballast Ln	Salem	SC	29676
Sherry Kantzler	5 Ballast Ln	Salem	SC	29676
James R. Hannon	10 Iron Clad Drive	Salem	SC	29676
Susan K. Hannon	10 Iron Clad Drive	Salem	SC	29676
Lester P McMahan	227 Night Cap Lane	Salem	SC	29676
Sandra Kluck	41 Mainsail Dr	Salem	SC	29676
Timothy Kluck	41 Mainsail Dr	Salem	SC	29676
Orell Fritz	20 First Mate Way	Salem	SC	29676

Steven J. Lefevre	27 Lighthouse Way Dr.	Salem	SC	29676
J. Anthony	535 N. Flagship Drive	Salem	SC	29678
Jane Fulton	535 N. Flagship Drive	Salem	SC	29678
Claire King	525 Long Reach Drive	Salem	SC	29676
Howard King	525 Long Reach Drive	Salem	SC	29678
donald g. many	52 Par Harbor Way	Salem	SC	29678
Carol Skar	28 Marina View Circle	Salem	SC	29678
Lawrence Skar	28 Marina View Circle	Salem	SC	29678
Jean Pollock	28 Marina Village Way	Salem	SC	29678
Millard Pollock	28 Marina Village Way	Salem	SC	29678
Arnold Kuthy	17 Smooth Sailor Ct	Salem	SC	29678
William A. Findlay	24 Mainsail Dr.	Salem	SC	29678
Gerald B Holzman	26 Iron Clad Drive	Salem	SC	29678
Donald M Johnson	22 Tide Turn Dr.	Salem	SC	29678
Harold S. Wright	1 Anchorage Lane	Salem	SC	29678
Rodger Hendrix	506 long reach dr.	Salem	SC	29678
Judith Douglas	3 Watch Tower Court	Salem	SC	29678
Paul Douglas	3 Watch Tower Court	Salem	SC	29678
Gerald T. Eubank	146 East Blue Heron Dr.	Salem	SC	29678
Max F Stolberg	142 E Blue Heron Drive	Salem	SC	29678
Patricia Walton Eubank	146 East Blue Heron Dr.	Salem	SC	29678
Davis Roeske	39 Calm Sea Dr.	Salem	SC	29678
Jacqueline Roeske	39 Calm Sea Dr.	Salem	SC	29678
John D. R. Cole	12 Spy Glass Lane	Salem	SC	29678
Mary Cole	12 Spy Glass Lane	Salem	SC	29678
Merrill Guttry	23 Iron Clad	Salem	SC	29678
Berit Stolberg	4 Iron Clad Dr.	Salem	SC	29678
Lawrence Juvrud	7 Slack Tide Ct	Salem	SC	29678
Bill Walker	8 Sail Maker Court	Salem	SC	29678
Caren Von Hippel	8 Sail Maker Court	Salem	SC	29678
Nancy Wech	125 Wyrward Pointe Dr	Salem	SC	29678
William Wech	125 Wyrward Pointe Dr	Salem	SC	29678
LINDA HUGGINS	4 SHIPLIGHT COURT	Salem	SC	29678
STEVE HUGGINS	4 SHIPLIGHT COURT	Salem	SC	29678
Fred Kojis	35 Lighthouse Way Dr.	Salem	SC	29678
Kathleen Kojis	35 Lighthouse Way Dr.	Salem	SC	29678
Richard Stone	33 Lighthouse Way Dr	Salem	SC	29678
Irvin M. Winik	111 Still Water Bay Drive	Salem	SC	29678
Gail Dilling	8 Passage Lane	Salem	SC	29678
Roger Dilling	8 Passage Lane	Salem	SC	29678
Susan Gordon	38 Cardinal Point	Salem	SC	29678
John M. Leitch	8 Lighthouse Court	Salem	SC	29678
George Bradshaw	409 Long Reach Dr.	Salem	SC	29678
Robert McKenna	38 quartermaster drive	Salem	SC	29678
Lee H Cerny	15 Coxswain Pl.	Salem	SC	29678
Ronald Kraft	69 Honeysuckle Woods	Lake Wylie	SC	
Patricia Ely	8 Gulf Stream Lane	Salem	SC	29678
Janet Johnson	22 Tide Turn Drive	Salem	SC	29678
Judith J. Simpson	48 Lighthouse Way Dr.	Salem	SC	29678
Robert R. Simpson	48 Lighthouse Way Dr.	Salem	SC	29678
Siegfried A. Lampe	6 Cats Paw Court	Salem	SC	29678
Margaret Alexander	16 Skipper Lane	Salem	SC	29678

Ronald H. Ninneman	524 Long Reach Dr	Salem	SC	29676
Jingle Robinson	6 High Water Court	Salem	SC	29676
Sam Robinson	6 High Water Court	Salem	SC	29676
doris lethi	103 shipmaster drive	Salem	SC	29676
Gary Lang	495 Tall Ship Dr, unit 138	Salem	SC	29676
Janice Crosby	548 Long Reach Dr.	Salem	SC	29676
David Harvey	34 Mizzen Lane	Salem	SC	29676
John Moosbrugger	632 N. Flagship Dr	Salem	SC	29676
Mary C. Moosbrugger	632 N. Flagship Dr	Salem	SC	29676
Barbara Dudley	5 Rum Row Court	Salem	SC	29676
J. A. Dudley	5 Rum Row Court	Salem	SC	29676
Mary K Wall	9 High Water Ct.	Salem	SC	29676
Michael Wall	9 High Water Ct.	Salem	SC	29676
J. Barry Hart	2 Gybe Ho Ct	Salem	SC	29676
Susan Brandt	8 Skipper Lane	Salem	SC	29676
Susan J McKay	14 Wharf Drive	Salem	SC	29676
Cheryl D. McRae	316 South Reach Lane	Salem	SC	29676
Richard D. McRae	316 South Reach Lane	Salem	SC	29676
Dorothy K. Wertheimer	3 Wave Court	Salem	SC	29676
Harry P. Wertheimer	3 Wave Court	Salem	SC	29676
Pat Henry	123 Wynward Pointe Drive	Salem	SC	29676
Vivian Henry	123 Wynward Pointe Drive	Salem	SC	29676
Randford L. Miller	424 Long Reach Drive	Salem	SC	29676
Suzanna Culp	519 Tallship Drive, #320	Salem	SC	29676
Gordon Brown	6 Mizzen Ln.	Salem	SC	29676
Laura Lefevre	27 Lighthouse Way Drive	Salem	SC	29676
Chuck Plague	8 Golf Green Lane	Salem	SC	29676
Mary Sue Plague	8 Golf Green Lane	Salem	SC	29676
Ed Nichols	11 Divot Landing	Salem	SC	29676
Joyce Nichols	11 Divot Landing	Salem	SC	29676
Barry P Keane	1704 Keowee Lakeshore Drive	Seneca	SC	
Paul Cieslak	1806 Keowee Lakeshore drive	Seneca	SC	
David Sherman	111 Fife Place	Seneca	SC	
Ethel Dial	17029 Becknell Drive	Seneca	SC	29672
Jeni Gragg	211 Luther Land Rd.	Seneca	SC	29672
Scott H Muse	17012 Becknell Drive	Seneca	SC	29672
Sharon E Muse	17012 Becknell Drive	Seneca	SC	29672
David G. Ward	17020 Becknell Drive	Seneca	SC	29672
Mary Joan Stromberg	17016 Becknell Dr	Seneca	SC	29672
Robert Stromberg	17016 Becknell Dr	Seneca	SC	29672
Ann Fuller	207 Luther Land Rd.	Seneca	SC	29672
Everett Fuller	207 Luther Land Rd.	Seneca	SC	29672
Barbara De Lorenzo	17005 Becknell Dr	Seneca	SC	29672
Frank De Lorenzo	17005 Becknell Dr	Seneca	SC	29672
john a faiola	17008 becknell dr	Seneca	SC	29672
Charles R. Duke	2558 Sugar Valley Road	Seneca	SC	
Jerome Schmid	2555 Scenic Circle	Seneca	SC	
Mary Ann Ricci	2564 Scenic Circle	Seneca	SC	
Ronald Osborne	2559 Scenic Circle	Seneca	SC	
Albert J. Turner	2024 Westview Point	Seneca	SC	
Linda C. Elliott	2520 Sugar Valley Road	Seneca	SC	
Helen DeFazio	1219 Wild Azalea Point	Seneca	SC	

Kenneth J DeFazio	1219 Wild Azalea Point	Seneca	SC
Margaret Heintz	914 Lakecrest Dr	Seneca	SC
Robert Heintz	914 Lakecrest Dr	Seneca	SC
John Williams	930 Lakecrest Dr.	Seneca	SC
Lynne Williams	930 Lakecrest Dr.	Seneca	SC
Marcia G. Martin	902 Lakecrest Dr.	Seneca	SC 29672
Marva C. Sluder	1503 Keowee Lakeshore Drive	Seneca	SC 29672
Thomas E. Sluder	1503 Keowee Lakeshore Drive	Seneca	SC 29672
Marcia Martin	902 Lakecrest Drive	Seneca	SC
Robert E. Todd	1806 Grandview Dr.	Seneca	SC
Kathy Watts	1521 West Little River Rd	Seneca	SC
Richard Ellison	921 Lakecrest Dr	Seneca	SC
Pat Barnes	1214 Cane Creek Dr	Seneca	SC
Peter Barnes	1214 Cane Creek Dr	Seneca	SC
Michelle Ready	1207 Cane Creek Drive	Seneca	SC
Carol Kozma	1413 Azure Cove Ct	Seneca	SC
Vicki Nguyen	2015 Crystal Bay Ct.	Seneca	SC
John F. Passafiume	1814 Keowee Lakeshore Drive	Seneca	SC 29672
Linda S. Passafiume	1814 Keowee Lakeshore Drive	Seneca	SC 29672
Don Seitz	1867 W. Little River Dr	Seneca	SC 29672
Anita Seitz	1867 W. Little River Dr.	Seneca	SC 29672
Jane Parenteau	928 Lakecrest Drive	Seneca	SC
Tom Parenteau	928 Lakecrest Drive	Seneca	SC
Hugh D. Kittle	828 Keowee Sch. Rd.	Seneca	SC
Kenneth F. Schuman	101 Kokomo Way	Seneca	SC
Marian L. Schuman	101 Kokomo Way	Seneca	SC
Debi Conway	3004 lake keowee lane	Seneca	SC
Bill schmaltz	1730 Durrett Cove	atlanta	GA
joan schmaltz	1730 Durrett Cove	atlanta	GA
Raymond Medbury	323 Petty Road	Seneca	SC 29672
Thomas J Garzilli	1619 Enterprise Lane	Seneca	SC
Dan Robbins	104 Mandalay Way	Seneca	SC
terri stafford	101 club forest lane	greenville	SC
Barbara Emkin	12090 W. Camelia Lane	Seneca	SC
Gary Williams	P.O. Box 8279	Seneca	SC
sandie risher	337 startdust ln	Seneca	SC
viviane bernstein	403 moonbeam way	Seneca	SC
Marlyn Stroven	174 W. Bay View Dr.	Seneca	SC
Robert C. Peirce	142 West Bay View Drive	Seneca	SC
William Klingler	166 West Bay View Drive	Seneca	SC
Patricia Klingler	166 West Bay View Drive	Seneca	SC
Hugh E. Bearden III	244 Mountain View Pointe Dr.	Seneca	SC
Kristie Burrows	256 Mountain View Pointe Drive	Seneca	SC
Stewart Christner	800 Keowee School Rd	Seneca	SC
Gina Christner	800 Keowee School Rd	Seneca	SC
William A. Gilster	105 Westchester Circle	Seneca	SC
Edward Hamilton	112 Whippoorwill Drive	Seneca	SC
Jane Hamilton	112 Whippoorwill Drive	Seneca	SC
Charles G. Smith	437 Cane Creek Landing Rd.	Seneca	SC
Dale A. Hampton	206 North Harbour Drive	Seneca	SC
david jackson	203 N. Harbour Drive	Seneca	SC 29672
diane jackson	203 N. Harbour Drive	Seneca	SC 29672

Frank W. Johannes	429 Cane Creek Landing Road	Seneca	SC	
Michael J. Padilla	300 Oak Haven ct	Seneca	SC	
Reginald A. King	113 North Harbour Dr	Seneca	SC	29672
rosemary padilla	300 Oak Haven Court	Seneca	SC	
Susan B. King	113 North Harbour Dr	Seneca	SC	29672
North Harbour Owners Association	PO Box 2102	Seneca	SC	29679
Donna Jean Cobb	215 North Harbour Drive	Seneca	SC	
Timothy Cobb	215 North Harbour Drive	Seneca	SC	
COLLEEN SOLER	208 N. HARBOUR DRIVE	Seneca	SC	
George Drant	421 Cane Creek Landing Rd	Seneca	SC	
Kathy Drant	421 Cane Creek Landing Rd	Seneca	SC	
Josephine Warren	304 oak haven court	Seneca	SC	
Don Comeau	439 Cane Creek Landing Rd.	Seneca	SC	
Shirley Comeau	439 Cane Creek Landing Rd.	Seneca	SC	
Paul Schultz	305 Oak Haven Court	Seneca	SC	
David Garrison	210 North Harbour Drive	Seneca	SC	
Ingrid Garrison	210 North Harbour Drive	Seneca	SC	
Dennis Barre	109 N. Harbour Dr	Seneca	SC	
Rita Anne Meigs	431 Cane Creek Landing Road	Seneca	SC	
Robert Burington	207 North Harbour Dr.	Seneca	SC	
Dick Reilly	212 North Harbour Dr	Seneca	SC	
Elizabeth Carter	425 Cane Creek Landing Road	Seneca	SC	
Walter Carter	425 Cane Creek Landing Road	Seneca	SC	
Charles F. Smith	211 North Harbour Drive	Seneca	SC	
Donna G. Smith	211 North Harbour Drive	Seneca	SC	
Melodie S. Hipskind	101 North Harbour Drive	Seneca	SC	
Caroline Morse	103 Big Oak Drive	Seneca	SC	
Ken Morse	103 Big Oak Drive	Seneca	SC	
Andrea Johnson	107 Big Oak Drive	Seneca	SC	
Carson Johnson	107 Big Oak Drive	Seneca	SC	
Raymond A. Emmons	203 Windlake Dr.	Seneca	SC	
Robert Going, Jr.	105 Big Oak Drive	Seneca	SC	
Jon Martin	306 Red Maple Way	Clemson	SC	
Nancy Martin	306 Red Maple Way	Clemson	SC	
scott hartney	104 big oak dr.	Seneca	SC	
Deana Moehler	809 Barnes Rd	Seneca	SC	
David Schultz	201 Windlake Dr.	Seneca	SC	
Nancy Schultz	201 Windlake Dr.	Seneca	SC	
James L. Corey	224 Hillside Drive	Atlanta	GA	
Candyce Stutzman	114 Third St	Cochran	PA	
Robert Christopher Rouen	813 Barnes Road	Seneca	SC	
greg skene	250 windlake drive	Seneca	SC	
linda skene	250 windlake drive	Seneca	SC	
Gary Chaney	101 Big Oak Drive	Seneca	SC	
Terri Chaney	101 Big Oak Drive	Seneca	SC	
Carole Holt	808 Barnes Road	Seneca	SC	29672
Pegye Skelton	806 Barnes Road	Seneca	SC	
Norma Wayco	532 Magellan Drive	West Union	SC	29696
William Wayco	532 Magellan Drive	West Union	SC	29696
Debra A Burton	2010 Lake Keowee Lane	Seneca	SC	
William Koepnick	202 Pinecroft Court	Seneca	SC	
James Pees	102 Pineridge Pointe Dr.	Seneca	SC	29672

Thomas TROY	210 Crestview Court	Seneca	SC	29672
Jeanne S. Kates	131 Pinnacle Pointe Drive	Seneca	SC	29672
rita cooksey	110 Pinnacle Pointe dr	Seneca	SC	29672
Patricia M. Wehr	151 Pinnacle Pointe Dr.	Seneca	SC	29672
John Olsen	157 Pinnacle Pointe Drive	Seneca	SC	29672
D.Jean Barger	133 Pinnacle Pointe	Seneca	SC	29672
Robert Barger	133 Pinnacle Pointe	Seneca	SC	29672
John Barnum	163 Pinnacle Pointe Dr	Seneca	SC	29672
Joie Barnum	163 Pinnacle Pointe Dr	Seneca	SC	29672
Lyle Beman	110 Pinnacle Pointe dr	Seneca	SC	29672
John E Kates Jr	131 Pinnacle Pointe Dr	Seneca	SC	
Chris Troy	210 Crestview Court	Seneca	SC	29672
Tom Troy	210 Crestview Court	Seneca	SC	29672
Samuel Merrill	4 Mystic Lake Way	Ormond Beach	FL	
Jane Gallaher	306 Apollo Dr.	Seneca	SC	
Rod Hamilton	207 Apollo Dr	Seneca	SC	
Virginia R. Murdock	209 Apollo Drive	Seneca	SC	
Sharon Hamilton	207 Apollo Dr.	Seneca	SC	
Lee Gallaher	306 Apollo Dr.	Seneca	SC	
Robert Reppert	110 Knossus Court	Seneca	SC	
Ruth Reppert	110 Knossus Court	Seneca	SC	
GERALD LEACH	6 DELTA COURT	Seneca	SC	
coggeshall	1305 Arrowhead Drive	Brentwood	TN	
Andrew Hessen	568 Riverstone Drive	Salem	SC	29676
Mary Hessen	568 Riverstone Drive	Salem	SC	29676
Brenda Willke	7 Florys Mill Rd	Flemington	NJ	29676
Richard Willke	7 Florys Mill Rd	Flemington	NJ	29676
Barbara Laughter	604 Riverglenn Ct.	Salem	SC	29676
Ron Laughter	604 Riverglenn Ct.	Salem	SC	29676
Tony Denny	104 John Preston Drive	Lexington	SC	29676
Henry Watson	4011 Arrowhead Trail	Seneca	SC	
Susan Watson	4011 Arrowhead Trail	Seneca	SC	
Sheree Johnson	206 Island View Lane	Seneca	SC	
Dave Johnson	206 Island View Lane	Seneca	SC	
Ursula Van Raden	3005 Lake Keowee Lane	Seneca	SC	
Sarah (Sally) Owen	3015 Lake Keowee Ln.	Seneca	SC	
Gilbert Dudsic	118 South Oak Pointe Dr.	Seneca	SC	
Marie-Josophe Dudsic	118 South Oak Pointe Dr.	Seneca	SC	
Beverly Noblitt	122 South Oak Pointe Dr.	Seneca	SC	
G. Todd Willson	170 S Oak Pointe Dr	Seneca	SC	
Jo Ann L. Wallace	138 South Oak Pointe Dr.	Seneca	SC	
John Gerds	178 South Oak Pointe Dr.	Seneca	SC	
Keith Noblitt	122 South Oak Pointe Dr.	Seneca	SC	
Michael J. Wallace	138 South Oak Pointe Dr.	Seneca	SC	
Michael Szumlas	180 South Oak Pointe Dr.	Seneca	SC	29672
Roger R. Meginley	146 South Oak Pointe Dr.	Seneca	SC	
Susan Szumlas	180 South Oak Pointe Dr.	Seneca	SC	29672
william hanson	112 South Oak Pointe Dr.	Seneca	SC	
JACK SAALWACHTER	166 South Oak Pointe Drive	Seneca	SC	29672
DARLENE SAALWACHTER	166 South Oak Pointe Drive	Seneca	SC	29672
John J. Martin	212 Oak Hollow Ct	Seneca	SC	29672
Dorothy E. Martin	212 Oak Hollow Ct	Seneca	SC	29672

William Hanson	112 South Oak Pointe Dr.	Seneca	SC	29672
Mary Elizabeth King	139 South Oak Pointe Dr	Seneca	SC	29672
George T. King	139 South Oak Pointe Dr	Seneca	SC	29672
Jonathan A. Young	201 Oak Hollow Court	Seneca	SC	
Nancy B. Young	201 Oak Hollow Court	Seneca	SC	
James L. LaRue	124 South Oak Pointe Drive	Seneca	SC	
Tom king	139 South Oak Pointe Drive	Seneca	SC	
Ann Miller	160 South Oak Pointe Dr	Seneca	SC	
Ron Miller	160 South Oak Pointe Dr	Seneca	SC	
Bruce Churchill	305 Willow Oak Court	Seneca	SC	
Laurie Churchill	305 Willow Oak Court	Seneca	SC	
Tom Fuss	426 S. Cove Rd.	Seneca	SC	
Dorothy E. Martin	212 Oak Hollow Ct.	Seneca	SC	
John J. Martin	212 Oak Hollow Ct.	Seneca	SC	
Sarah W. Duvall	208 oak hollow court	Seneca	SC	
Charles A. Blackmon	164 South Oak Pointe Drive	Seneca	SC	
Guenter Weisse	312 South Oak Pointe Dr.	Seneca	SC	
Ayme' Black	303 Willow Oak Court	Seneca	SC	29672
Rick Black	303 Willow Oak Court	Seneca	SC	29672
Harvey A Clark	136 South Oak Pointe Dr	Seneca	SC	
richard kulper	152 so oak pointe dr	Seneca	SC	
Craig Hyams	142 S. Oak Pt. Dr.	Seneca	SC	
Robert G. Coon	116 South Oak Pointe Drive	Seneca	SC	
Sandra Hanson	112 S. Oak Pointe Dr.	Seneca	SC	
Tim Murphy	312 Willow Oak Court	Seneca	SC	
Patricia L. Knight		Seneca	SC	29672
Steven D. Knight		Seneca	SC	29672
Patricia Schwab	1511 NE 57 Court	FL Lauderdale	FL	
Ervin A. Brecke	165 South Oak Pointe Drive	Seneca	SC	
James C. Codner	316 Willow Oak Ct.	Seneca	SC	
Glenn Croteau	214 Oak Hollow Court	Seneca	SC	
Gary Cabbage	560 Stokes Dr	Seneca	SC	29672
Marsha Cabbage	560 Stokes Dr	Seneca	SC	29672
Martin D. Guindon	118 Southwind Bay Drive	Seneca	SC	
Marlene Bell	203 Meadow Dr	Seneca	SC	
Milo Bell	203 Meadow Dr	Seneca	SC	
Andrei Mikhalevsky	124 Southwind Bay Drive	Seneca	SC	
Greg L. Stephenson	201 Briargate Court	Seneca	SC	29672
Neil J. McIntosh	900 Doubloon St.	West Union	SC	29696
Shirley E. McIntosh	900 Doubloon St.	West Union	SC	29696
Terri L. Graham	927 Doubloon St.	West Union	SC	29696
William S. Graham	927 Doubloon St.	West Union	SC	29696
Jurgen Kleinau	307 Shores Drive	Seneca	SC	29672
Pauline Kleinau	307 Shores Drive	Seneca	SC	29672
DIXIE M. MEEKS	300 SHORES DRIVE	Seneca	SC	29672
T. WAYNE MEEKS	300 SHORES DRIVE	Seneca	SC	29672
Robert Cassam	328 N Summit Dr	Seneca	SC	29672
Barry Cook	506 Viewpointe Ct	Seneca	SC	29672
Twila Cook	506 Viewpointe Ct	Seneca	SC	29672
Susan Diersing	412 Woodridge Drive	Seneca	SC	29672
Neil Constance	223 South Summit Drive	Seneca	SC	29672
Rita Rao	504 Viewpointe Ct	Seneca	SC	29672

Robert Rao	504 Viewpointe Ct	Seneca	SC	29672
Annette Bailine	349 n. summit dr.	Seneca	SC	29672
Fred Bailine	349 n. summit dr.	Seneca	SC	29672
Rold Thomas	108 Island Point	Seneca	SC	29672
Charles F. Garcia	411 Woodridge Drive	Seneca	SC	29672
Barbara McGrey	213 Talons Ridge Rd.	Seneca	SC	29672
Charles Shuler	130 Talons Point Road	Seneca	SC	29672
Alex Martin	154 Tully Drive	Anderson	SC	29672
michael broder	207 Talons Ridge Rd	Seneca	SC	29672
Phillip Sope	306 Bay Hill Drive	West Union	SC	
Nancy Sope	306 Bay Hill Drive	West Union	SC	
GEORGE W. MURPHY	130 WOODS DRIVE	WEST UNION	SC	29696
JANE MURPHY	130 WOODS DRIVE	WEST UNION	SC	29696
Donna Hartford	315 Venture Drive	West Union	SC	29696
Richard Hartford	315 Venture Drive	West Union	SC	29696
Don Adkins	640 Old Salem Rd	Seneca	SC	
Marcia Adkins	640 Old Salem Rd	Seneca	SC	
Ada Stephenson	502 Birchbark Ct	Seneca	SC	
Charles O. Rawlins	804 Clearlake Pointe	Seneca	SC	
Jan Hadley	360 Bridgeport Drive	West Union	SC	29696
Leonidas Stephenson	502 Birchbark Ct	Seneca	SC	
Edward F. Orski	8300 Fazio Drive	Wilmington	NC	
J. Gary Savercool	718 Clearlake Pte.	Seneca	SC	
Diane Rawlins	804 Clearlake Pointe	Seneca	SC	
John Harris	700 Clearlake Pointe	Seneca	SC	
Dennis Wiesa	723 Clearlake Pointe	Seneca	SC	
Caroline Malone	807 Clearlake Pt.	Seneca	SC	
John Malone	807 Clearlake Pt.	Seneca	SC	
Ann E. Kinney	731 Clearlake Pt.	Seneca	SC	
Thomas M. Jenders	806 Clearlake Pt.	Seneca	SC	
Raymond Rupp	702 Clearlake Pointe	Seneca	SC	
Kathleen M. Harris	700 Clearlake Pointe	Seneca	SC	
Philippe Buisson	168 carrigan court	Seneca	SC	
Valerie Buisson	168 carrigan court	Seneca	SC	
Lynn Sheskey	803 Treehaven Ct	Seneca	SC	
John Scott	240 Hillview Drive	Seneca	SC	
Larry Goebel	28 Robin Crest Rd	Hawthorn Woods	IL	
Susan Goebel	28 Robin Crest Rd	Hawthorn Woods	IL	
David Ellis	5720 Grove Point Rd.	Alpharetta	GA	
Mary C Abercrombie	402 E Camperdown Way	Greenville	SC	
Barbara Donnelly	221 Hillview Drive	Seneca	SC	29672
Ed Donnelly	221 Hillview Drive	Seneca	SC	29672
Frank Garcia	601 Fernbrook Ct.	Seneca	SC	29672
Janice Garcia	601 Fernbrook Ct.	Seneca	SC	29672
Desi MacLeod	606 Coleridge Ct	Seneca	SC	29672
Don Brewer	504 Birchbark Ct.	Seneca	SC	29672
Leona Brewer	504 Birchbark Ct.	Seneca	SC	29672
Milton Douglas Carlson	707 North Acorn Way	Seneca	SC	29672
Robert Brinkman	504 Walnut Cove Ct.	Seneca	SC	29672
Lynn Brinkman	504 Walnut Cove Ct.	Seneca	SC	29672
Ronette Askew	403 South Lynhurst Ct	Seneca	SC	29672
Steve MacLeod	606 Coleridge Ct	Seneca	SC	29672

Steven Askew	403 South Lynhurst Ct	Seneca	SC	29672
Donald Borth	222 Hillview Drive	Seneca	SC	29672
Annelle Shealy	227 Hillview Drive	Seneca	SC	29672
Ron Shealy	227 Hillview Drive	Seneca	SC	29672
Ralph Allen	502 Clearview	Seneca	SC	29672
Kit Hessel	26075 Glasgow Drive	South Riding	VA	
Maggie Hessel	26075 Glasgow Drive	South Riding	VA	
John Verret	605 Coleridge Ct.	Seneca	SC	29672
Nancy Butenhoff	179 Westlake Drive	Seneca	SC	29672
Peter Butenhoff	179 Westlake Drive	Seneca	SC	29672
Ken Schneider	150 Joel O'Bryant Drive	Spartanburg	SC	29672
Joseph M. Posway	3003 Fieldstream Way	Woodstock	GA	
Lindsay Leviner	510 Birchbark Court	Seneca	SC	29672
David Bullock	605 S. Acorn Way	Seneca	SC	29672
Susan Bullock	605 S. Acorn Way	Seneca	SC	29672
Joanne Stark	204 Playground Rd	Walhalla	SC	29672
Ronald Stark	204 Playground Rd	Walhalla	SC	29672
John Whatley	1120 Reid School Road	Taylors	SC	29672
Don Johnson	506 Clearview Dr.	Seneca	SC	29672
Ronda Ringo	219 Hillview Drive	Seneca	SC	29672
charles leonardi	704 dewberry way	Seneca	SC	29672
Mary Ellen leonardi	704 dewberry way	Seneca	SC	29672
Dick Hunt	705 Dewberry Way	Seneca	SC	29672
Derham Eginton	180 Westlake Dr	Seneca	SC	29672
Patricia Eginton	180 Westlake Dr	Seneca	SC	29672
Robert Hoefl	175 Westlake Drive	Seneca	SC	29676
Sharon Hoefl	175 Westlake Drive	Seneca	SC	29676
Sue Sabin	312 Treetops Drive	Seneca	SC	29672
Michael Andolora	306 Groveview Ln.	Seneca	SC	29672
John C. Lauri	18 Parkview Drive	Commack	NY	
Melanie Fink	211 Dursely Drive	Anderson	SC	29672
Jeff Redmile	610 s Acorn Way	Seneca	SC	29672
Joan Redmile	610 s Acorn Way	Seneca	SC	29672
Janis Sutter	607 S Acorn Way	Seneca	SC	29672
John Sutter	607 S Acorn Way	Seneca	SC	29672
Martha Mensing	12 Echo Hill Road	Wilbraham	MA	
Dennis J Parker	507 clearview drive	Seneca	SC	29672
Sandra Parker	507 clearview drive	Seneca	SC	29672
Dennis J. Agnew	140 Westlake Drive	Seneca	SC	29672
Nancy A. Agnew	140 Westlake Drive	Seneca	SC	29672
Mary Jo Clarkson	508 Birchbark Ct.	Seneca	SC	29672
Noel Clarkson	508 Birchbark Ct.	Seneca	SC	29672
Jeannine Standish	519 Birchbark Court	Seneca	SC	29672
Myles Standish	519 Birchbark Court	Seneca	SC	29672
Doug Perry	218 Hillview Drive	Seneca	SC	29672
Sandy Perry	218 Hillview Drive	Seneca	SC	29672
Doug Gray	404 Water Oak Court	Seneca	SC	29672
Rhonda Gray	404 Water Oak Court	Seneca	SC	29672
Russel A. Larson	903 Carrigan Court	Seneca	SC	29672
Tammy Larson	903 Carrigan Court	Seneca	SC	29672
Barbara Johnson	3900 Franklin Avenue	Western Springs	IL	
Ken Smith	lot 5 ferngrove court	Seneca	SC	

Jim Canfield		Seneca	SC	
gregory crochet	206 east waters edge lane	west union	SC	29696
Mitchell Crisp	143 West Waters Edge Lane	West Union	SC	29696
Brad Kisker	PO Box 1067	Seneca	SC	29679
Daphne Kisker	PO Box 1067	Seneca	SC	29679
Dan Wroblewski	303 Pinehurst Ct.	Seneca	SC	29679
John Tidman	146 Northshores Drive	Seneca	SC	29679
John F. Tidman	146 Northshores Drive	Seneca	SC	29679
Virginia Strong-Tidman	146 Northshores Drive	Seneca	SC	29679
Robert Michael Allen	636 Hammett Road	Greer	SC	29679
Richard D. Warner	126 North Waterside Drive	Seneca	SC	29679
Dave Kukor	24681 East Park Crescent Dr.	Aurora	CO	
Terri Kukor	24681 East Park Crescent Dr.	Aurora	CO	
David Edwards	1711 Johnson road	Atlanta	GA	
Ellen McCormick	327 Foreestone Drive	West Union	SC	29696
Jim McCormick	327 Foreestone Drive	West Union	SC	29696
Roger Quigley	542 Magellan Dr	West Union	SC	29696
William M. Golden, Jr.	121 Evans Grove Rd.	Piedmont	SC	
Leta Quigley	542 Magellan Dr	West Union	SC	29696
Kay N Doster	538 Magellan Dr	West Union	SC	29696
Melba Doster	538 Magellan Dr	West Union	SC	29696
roger smith	540 magellan drive	West Union	SC	29696
Thomas J. Putman	1879 Cleo Chapman Hwy	Sunset	SC	
Thomas Kennedy	23318 White Harbor Rd	Seneca	SC	29672
Sally H. Price	502 Hillandale Road	Seneca	SC	
Jacqueline M. Schmid	205 Red Cardinal Rd.	Seneca	SC	
JUDITH A. TRAD	206 POINTE RD.	Seneca	SC	
Greg Bondar	105 Wind Song Way	Seneca	SC	29672
David Bassett	111 Windsong Way	Seneca	SC	
Bob Marshall	1307 Stamp Creek Rd.	Salem	SC	29676
Paula Marshall	1307 Stamp Creek Rd.	Salem	SC	29676
Michael V. Landry	301 Woodgreene Court	Salem	SC	29676
Mrs. Michael V. Landry	301 Woodgreene Court	Salem	SC	29676
David Patterson	387 McCalls Drive	Salem	SC	29676
Ernest Weston Florence	216 E. Wynward Pointe Dr.	Salem	SC	29676
Irene Senter	405 Windcrest Court	Salem	SC	29676
Jerry Fouts	109 Wynward Pte. Drive	Salem	SC	29676
Kay Patterson	387 McCalls Drive	Salem	SC	29676
Larry Pollard	305 Northwind Ct.	Salem	SC	29676
Margaret Fouts	109 Wynward Pte. Drive	Salem	SC	29676
Mark Lynch	6 Ryedale Court	Greenville	SC	
Teresa S. Holcombe	227 E. Wynward Pointe Drive	Salem	SC	29676
Terri Denmark	206 E. Wynward Pointe Drive	Salem	SC	29676
Tom Denmark	206 E. Wynward Pointe Drive	Salem	SC	29676
Carolyn Suggs	303 Northwind Ct.	Salem	SC	29676
James Suggs	303 Northwind Ct.	Salem	SC	29676
Carol Walton	213 E. Wynward Pointe Dr.	Salem	SC	29676
Bea Hamilton	127 Wynward Pointe Drive	Salem	SC	29676
Bruce W. Hamilton	127 Wynward Pointe Drive	Salem	SC	29676
Gary Cason	108 Wynward Pointe Drive	Salem	SC	29676
Patti Cason	108 Wynward Pointe Drive	Salem	SC	29676
Bruce Boni	128 Wynward Pointe Drive	Salem	SC	29676

Patricia Boni	128 Wynward Pointe Drive	Salem	SC	29676
Deborah Gentry	116 North Wynward Pointe Dr	Salem	SC	29676
ROBERT B. BISCEGLIA	302 WOODGREENE COURT	Salem	SC	29676
Nora R. Field	518 W. North 4th Street	Seneca	SC	
Pete Scholovich	207 E. Wynward Pointe Drive	Salem	SC	29676
James W. Mouw	110 N. Wynward Pt. Dr.	Salem	SC	29676
A L Davies	201 North Cliff Court	Salem	SC	29676
Johnny Kelley	1311 Stamp Creek Rd.	Salem	SC	29676
Lisa Kelley	1311 Stamp Creek Rd.	Salem	SC	29678
Susan Hilscher	100 Wynward Pointe Drive	Salem	SC	29676
Woody Hilscher	100 Wynward Pointe Drive	Salem	SC	29678
Louie C. McClary	114 Wynward Pte Dr	Salem	SC	29676
Sally McClary	114 Wynward Pte Dr	Salem	SC	29676
Dan Woltering	4211 Sonia Court	Alexandria	VA	
Barbara Schoonover	119 N Wynward Pointe Drive	Salem	SC	29676
James Schoonover	119 N Wynward Pointe Drive	Salem	SC	29676
Albert E. Evans	121 Wynward Pointe Dr.	Salem	SC	29676
Greg Hammill	404 Windcrest Ct	Salem	SC	29676
Larry Schrecengost	306 Woodgreene Ct	Salem	SC	29676
Mary Ann Schrecengost	306 Woodgreene Ct	Salem	SC	29676
Eddie Pafford	307 Woodgreene Court	Salem	SC	29676
Pam Pafford	307 Woodgreene Court	Salem	SC	29676
Gloria Minton	202 Northcliff Ct	Salem	SC	29676
Kevin Minton	202 Northcliff Ct	Salem	SC	29676
Donna Hammill	404 Windcrest Court	Salem	SC	29676
Wanda B Stewart	1319 Stamp Creek Road	Salem	SC	29676
Jim Moss	377 McCalls Drive	Salem	SC	29676
Merilyn Moss	377 McCalls Drive	Salem	SC	29676
Diana Owens	208 E. Wynward Pointe Dr	Salem	SC	29676
Gary R. Owens	208 E. Wynward Pointe Dr	Salem	SC	29676
Catharine ewart-touzot	145 summers way	Seneca	SC	
Ciny Eleftheriou	310 Shorewinds Court	Seneca	SC	
Debbie Alphin	319 Bluewater Way	West Union	SC	29696
Debra Biddle	104 Winding Creek Lane	Seneca	SC	
Judith A Porter	910 Lakecrest Drive	Seneca	SC	
Marcia West	123 Edward Lane	Walhalla	SC	
Peter Rogers	109 Wood Sorrell Way	Sunset	SC	
Phillip Alphin	319 Bluewater Way	West Union	SC	29698
PHYLLIS SANDERSON	PO BOX 1304	West Union	SC	29698
Randall Collins	325 Petty Rd.	Seneca	SC	29672
Ann Collins	325 Petty Rd.	Seneca	SC	29672
robert carnes	353 knox campground rd.	Seneca	SC	29672
Robert Hamilton	118 Luther Land Rd	Seneca	SC	29672
ROBERT MCINTYRE	18035 MALLARD BEND	Seneca	SC	29672
Sam E. Phifer	3939 davis drive	charlotte	NC	
THEODOSIA MCINTYRE	18035 MALLARD BEND	Seneca	SC	29672
WILLIAM B CHASTAIN	222 HALL ROAD	WESTMINSTER	SC	

Received 2/19/08
 by Effulsa
 Clerk to Council
 from FOLKS

Name	Address	City	State	Zip	email
Linda Lovely	710 Navigators Pointe	Seneca	SC	29672	lindalovely@ballsouth.net
Rick Dyer	404 Moonlit Trail	Salem	SC	29676	
Steve & Jean Chase	308 Amethyst Way	Seneca	SC	29672	
Vinda Goodman	495 Tall Ships Drive unit 339	Salem	SC	29676	
Don Borth	222 Hillview Drive	Seneca	SC	29672	
Sandi & Phil Kowalski	801 Clifton Court	Seneca	SC	29672	
Bill & Marge Pope	3 Dingly Court	Salem	SC	29676	
Roger & Joyce Scderdahl	412 Windcrest Court	Salem	SC	29676	
Andrea & Bruce Schober	505 Northridge Pointe Drive	Seneca	SC	29672	
Margaret & Dennis Barro	109 N. Harbour Drive	Seneca	SC	29672	
Paul & Judy Porter	910 Lakecrest Drive	Seneca	SC	29672	
Andrea & Carson Johnson	107 Big Oak Drive	Seneca	SC	29672	
Kevin & Gloria Minton	202 Northcliff Court	Salem	SC	29676	
George & Patricia Ostapchenko	28 Quartermaster Drive	Salem	SC	29676	
Henry & Sue Watson	4011 Arrowhead Trail	Seneca	SC	29672	
Alice Waid	98 Mountain View Drive	Walhalla	SC	29691	
Bill & Grace Holzhauser	11 Point North Drive	Salem	SC	29676	
Harry Wertheimer	3 Wave Court	Salem	SC	29676	
Charles & Florence Garcia	411 Woodridge Drive	Seneca	SC	29672	
Charles Duke	2556 Sugar Valley Road	Seneca	SC	29672	
Charles L. Sarcu	225 Pointe Road	Seneca	SC	29672	
Peter & Cathy Rogers	109 Wood Sorrell Way	Sunset	SC	29685	
Sam Head	135K Eagles Nest Drive	Seneca	SC	29672	
Al & Montez Burgess	8 Blue Bird Court	Seneca	SC	29672	
Will & Eileen Hayward	25 Mizzen Lane	Salem	SC	29676	
Woody Goodson	115 Shipmaster Drive	Salem	SC	29676	
John & Camille Hess	149 Pinnacle Pointe	Seneca	SC	29676	
Jim & Marguerite Mouw	110 North Wyward Pointe Drive	Salem	SC	29676	
Harry & Margaret Mursten	705 Pine Creek Court	Seneca	SC	29672	
George & Karen Henefeld	18 Lighthouse Way	Salem	SC	29676	
Edward & Pamela W. Hagen	565 Riverstone Drive	Salem	SC	29676	
John Dudley	5 Rum Row Court	Salem	SC	29676	
K. Sposato	108026 Cedar Cove Road	Seneca	SC	29672	
Rick & Lyn Hamilton	105 Wynnere Way	Seneca	SC	29672	
Bob & Linda Hlatt	589 Tall Ship Drive	Salem	SC	29672	
Peter & Nancy Butenhoff	179 Westlake Drive	Seneca	SC	29672	

Lee Nicholson	71 Mainsail Drive	Salem	SC	28676	
William Koepnick	202 Pinecroft Court	Seneca	SC	29672	
Arthur & Charlotte Beyer	118 Wynnward Pointe Drive	Salem	SC	29676	
Ginger Strong-Tidman	146 Northshores Drive	Seneca	SC	29672	
John Schlueter	19 Lash up Lane	Salem	SC	29676	
Jim & Mary Doyle	742 Navigators Pointe	Seneca	SC	29672	
Gilbert C. Misper	306 N. Summit Drive	Seneca	SC	29672	
John & Susan Raeh	127 Pinnacle Pointe Drive	Seneca	SC	29672	
Jeff & Lauren McWey	254 Jocassee point Road	Salem	SC	29676	Joe and Loretta White
Twila & Barry Cook	506 Viewpointe Court	Seneca	SC	29672	
Gary H. Lueck	113 Whippenwill Drive	Salem	SC	29676	
Lynn & Phil Mazzie	36 Quartermaster drive	Salem	SC	29676	
Douglas 7 Cynthia Grant	308 Beach View Court	Seneca	SC	29672	
David Woodrow	1675 Misty Oaks Drive	Atlanta	GA	30350	
John Barnes	1110 Marshall Road	Groenwood	SC	29646	FOLKS Founder
William C. DeFries	23 Eastern Point	Salem	SC	29676	
Bruce H. Drukker, MD	616 N. Flagship drive	Salem	SC	29676	
Sharon 7 Tom Brosnan	6 Midships Lane	Salem	SC	29676	
Michael & Mary K Wall	9 Highwater Court	Salem	SC	29676	
Drake & JoAnn Hawkins	12 Skipper Lane	Salem	SC	29676	
Steve Collins	170 Harbour Pointe Drive	Six Mile	SC	29682	
Ann & Burt Ingram	196 Rattlesnake Ridge Road				
Rosella & Bernard Bayer	51 Commodore drive	Salem	SC	29676	
Thomas & Joanne Jender's	806 Cleantake Point	Seneca	SC	29672	
Carlos D. Luria	519 Tall Ships Drive #216	Salem	SC	29676	
Ronald Lang	209 Pitcher Plant road	Sunset	SC	29685	
Ruth & Max Stolberg	142 E. Clue Heron drive	Salem	SC	29676	
Jean & Richard Snellings	123 Poplar Ridge Drive	Westminster	SC	29693	
Richard & Claudia Hughes	7 First Mate Way	Salem	SC	29676	
Leonard & Maureen Lizak	502 Tall Ships Drive #201	Salem	SC	29676	
Mike Culp	519 Tall Ships Drive #216	Salem	SC	29676	
Charles & Claire Giordano	499 Tall Ships drive #234	Salem	SC	29676	
Dr. & Mrs Douglas Marker	704 SunPointe Court	Seneca	SC	29672	
Jeff & Margaret Roth	503 Tall Ships Drive #305	Salem	SC	29672	
William S. Coates, Esq.	102 Tall Ships Drive	Salem	SC	29676	
Dave & Liz Zumburmen	2560 Scenic Circle	Seneca	SC	29672	
Paulieut					

Adam & Irene Senter	405 Windcrest Court	Salem	SC	29676
Sandra Hanson	South Oak Pointe	Salem	SC	29676
Thomas & Sarah Tull	503 Tall Ships Drive #104	Salem	SC	29676
Dr Charles & Edna Elfont	17 Captain Lane	Salem	SC	29676
Kenneth & Shirley Whitley	335 Ketch Building Tall Ships	Seneca	SC	29672
John & Margaret K. Fatola	17008 Becknell drive	Salem	SC	29676
Robert & Carol Bickel	2 Bowsprit Lane	Salem	SC	29676
William & Theresa Buchanan	519 Tall Ships drive #308	Salem	SC	29676
Ralph & Anita Stutzman	23360 White Harbour Road	Seneca	SC	29676
Sandy & Connie Costello	495 Tall Ship Drive #136	Salem	SC	29676
Ronald Kraft	519 Tall Ships Drive #215	Salem	SC	29676
Phil Flower	487 Tall Ships Drive #321	Salem	SC	29676
Michael Ferrato	487 Tall Ships drive #122	Salem	SC	29676
Dan and Marge Edie	228 South Summit Drive	Seneca	SC	29672
Sally and John Taylor	519 Tall Ship Drive	Salem	SC	29676
Dr. K. T. and Marcia Wallenius	110 Island Pointe	Seneca	SC	29672
Frank Grant	491 Tall Ship Drive #130	Salem	SC	29676
Jerry and Patricia Wehr	151 Pinnacle Pointe Drive	Seneca	SC	29672
Alan and Faye Smith	11076 Fairview Church Road	Seneca	SC	29672
Jeanette Braine-Sperry	702 Navigation Pointe	Seneca	SC	29672
Mike Rixman(Pres. Of Highlands HOA)	211 Island Drive	Six Mile	SC	29682
Barry and Shirley MacMartin	214 Crestview Court	Seneca	SC	29672
Robert and Janet Atwater	114 Whipporonwill Drive	Seneca	SC	29672
Doris and Ambrose Hartman	4 Wave Court	Salem	SC	29676
Harold and Patricia Wright	1 Anchorage Lane	Salem	SC	29676
John and Helen Dolfs	1214 Wild Azelea Point	Seneca	SC	29672
James and Elly Simmons	6 Purser Point	Salem	SC	29676
Mary Watson	3181 Chatham Road NW	Atlanta	GA	30305
Bill Crommett	10087 Maughan Trail	Seneca	SC	29672
Lois Ardelean	10087 Maughan Trail	Seneca	SC	29672
Barbara Gauderer	27 Eastern Pointe	Salem	SC	29676
Craig Monson	3405 Split Creek Circle	Seneca	SC	29678
Thomas Moore	204 Harbor View Lane	Seneca	SC	29672
Bill Bruehl	18032 Cedar Cove Road	Seneca	SC	29672
Pat and Vivian Henry	123 Wymward Pointe Drive	Salem	SC	29676
Chris and Jennifer Lybeer	1999 Hampton Shores Drive	Seneca	SC	29672
Dale Hopkins	487 Tall Ship Drive #224	Salem	SC	29676

Paul and Linda Trehearne	410 Long Reach Drive	Salem	SC	29676
John and Patricia Carson	235 Tall Ship Drive	Salem	SC	29676
Robert Going Jr.	105 Big Oak Drive	Seneca	SC	29672
Weldon & Judith Coolidge Fill	503 Tall Ship Drive #205	Salem	sc	29676
Gary & Deborah Gentry	116 North Wynward Pointe Dr.	Salem	SC	29676

FOLKS

From: "Dan D. Edie" <dan.edie@ces.clemson.edu>
To: <keoweefolks@charter.net>
Cc: <cfgarcia@bellsouth.net>
Sent: Tuesday, February 19, 2008 10:38 AM
Subject: Zoning Enabling Ordinance

We agree completely with the FOLKS position on the proposed Zoning Enabling Ordinance with Lake Overlay. We have lived in the Seneca area for over forty years and have watched with some concern the increasing commercial development around Lake Keowee. The protective elements proposed in the Lake Overlay would appear to be a very modest step toward limiting the commercial development of Keowee and protecting the property values of Oconee county citizens.

Dan and Marge Edie
228 South Summit Drive
Seneca, SC 29672

FOLKS

From: <Alfasmith@aol.com>
To: <keoweefolks@charter.net>
Sent: Tuesday, February 19, 2008 8:14 AM
Subject: Re: County Council Meeting - from Alan and Faye Smith

FOLKS: We are very much in favor of the Lake Overlay zoning proposed. However, we do agree with FOLKS that tacking on the other "general purpose" overlays may be a deal breaker with the county. It reminds me of the pork-barrel politics going on in Washington. We are in favor of the ZONING with only the Lake Overlay at this time. We should address other issues AFTER the lake is protected. I am assuming there is a grandfather clause for the existing homeowners but will know more when I read the proposal.

Alan and Faye Smith
11076 Fairview Church Rd
Seneca, SC 29672 29572

Delicious ideas to please the pickiest eaters. Watch the video on AOL Living.

FOLKS

From: "Robert & Janet Atwater" <atwaters@mindspring.com>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 10:12 PM
Subject: Enabling Ordinance - County Council Meeting

To our Friends at Folks:

Please include or names and brief comments on this very important action for the future protection of Lake Keowee:

Robert & Janet Atwater
114 Whippoorwill Dr.
Seneca, SC 29672

We have watched the development of Lake Keowee since early 1994 with very mixed feelings. While development around the Lake has brought tremendous growth to Oconee County, it has also brought potential problems regarding the future health of the Lake and, therefore, the quality of life of Oconee County residents. Lake Keowee is the most valuable asset that Oconee County has for its future. It must not be tarnished because of a lack of foresight and/or action on the part of our elected officials.

I support the Enabling Ordinance and the Lake Overlay as a minimum step toward preserving this most valuable asset.

Sincerely
Bob and Jan Atwater

FOLKS

From: <trandym@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:00 PM
Subject: Re: County Council Meeting

I agree with your recommendations which include the three protective elemnets.

Thomas R Moore

204 Harbor View Lane

Seneca, SC 29672

----- Original message from "FOLKS" <keoweefolks@charter.net>: -----



Zoning Enabling Ordinance

You may have been following the ups and downs of the Zoning Enabling Ordinance (ZEO) between the Oconee County Council and the Planning Commission. FOLKS supports the Oconee County Comprehensive Plan which stated that comprehensive zoning would be considered in 2007. The County Council wisely decided to proceed with Community Based Zoning rather than comprehensive zoning for the entire county due to the closely held belief in individual property rights by many Oconee County long time residents.

The first required step towards Community-Based Zoning is an Enabling Ordinance. As this Ordinance was drafted, it included an overlay district around Lake Keowee and two other overlay districts were included. The other two: a scenic overlay along Route 11 and an Industrial Overlay in the Interstate 85 area of the County. These latter two overlays elicited some very vocal opposition, the result of which could be the elimination of all overlays.

Although the other two overlays are important, FOLKS feels very strongly that the Enabling Ordinance should move forward with the inclusion of the Lake Overlay. The other two overlays are important but should not sidetrack the protection of the

lake. We cannot afford to continue with "development by default" due to the absence of uniform Lake-protective standards.

In choosing to go with Community Based Zoning, only those Fire Districts in which voters submit a petition for zoning will be considered for zoning. The proposed overlay would be 1,300 feet around the lake and would have three protective elements:

- Limit on height of 65 feet
- Limit on residential density to 4 units per acre
- Continuation of the existing 25 foot vegetative shoreline buffer

FOLKS is not against Upstate development; we are in favor of planned, sustainable development that assures, as much as possible, the continued good health of our most valuable natural resource - our lakes. We still have an opportunity to differentiate Lake Keowee from Lake Lanier or Lake Norman and the Enabling Ordinance with Lake Overlay is a critical first step.

The County Council is meeting this Tuesday evening (February 19th) at 6:00 PM. If you concur with our position please send an email to FOLKS at keoweefolks@charter.net with your name, address and any comments you may have in favor of the ZEO with Lake Overlay. We will add these emails to those being solicited by Advocates for Quality Development and present them to the County Council.

Thank you,

Bill Graham, President

FOLKS

From: <Patleut@aol.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 4:10 PM
Subject: Zoning Overlay

Living a reasonably short distance away from Lake Lanier has enabled us to be very aware of the density of development surrounding that lake. We so enjoy the peace and tranquillity of Lake Keowee. Should that become as overdeveloped as Lanier is would cause us to move on. We are all in favor of strict guidelines for development - no tall buildings - no mega-condo projects - continuation of the shoreline buffer. We all need to be good stewards of this great lake and having this overlay is good stewardship!

Delicious ideas to please the pickiest eaters. [Watch the video on AOL Living.](#)

FOLKS

From: "Pat Wehr" <pwehr@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Tuesday, February 19, 2008 7:44 AM
Subject: ZEO

Please add our names to the list of those in favor of thoughtful, planned development of our beautiful Lake Keowee.

Jerry and Patricia Wehr
151 Pinnacle Pointe Drive
Seneca, SC 29672

FOLKS

From: "Michael Rixman" <mrixman497@yahoo.com>
To: <keoweefolks@charter.net>
Sent: Tuesday, February 19, 2008 12:48 AM
Subject: Community Based Zoning

I am in full support of FOLKS' position regarding Community Based Zoning.

Their intent is simple: the well being of the Lake and the development around it. I say that is being focused on the right things and will pay dividends now and for many years into the future.

Lets not be distracted by other overlay projects and concentrate on those directly impacting the Lake.

Yours truly,

Mike Rixman
Pres. of Highlands HOA
and Full Time Resident

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FOLKS

From: "Barry MacMartin" <bashmac@earthlink.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 10:12 PM
Subject: Re: County Council Meeting

Dear Mr. Graham;

We believe that it is absolutely necessary to pass ZEO with Lake Overlay & cannot understand why this is mixed up with "a scenic overlay along route 11 and an Industrial Overlay in the Interstate 85 area of the County". In our opinion, if Lake Keowee area becomes another Lake Lanier or Lake Norman there will be a gradual exodus of current owners like the County has never seen before, coupled with a corresponding loss of real estate & tax appraisal values.

Barry & Shirley MacMartin
 214 Crestview Court (Pinnacle Pointe)
 Seneca, SC 29672

On Feb 17, 2008, at 10:30 PM, FOLKS wrote:

<bannerwide.jpg>

Zoning Enabling Ordinance

You may have been following the ups and downs of the Zoning Enabling Ordinance (ZEO) between the Oconee County Council and the Planning Commission. FOLKS supports the Oconee County Comprehensive Plan which stated that comprehensive zoning would be considered in 2007. The County Council wisely decided to proceed with Community Based Zoning rather than comprehensive zoning for the entire county due to the closely held belief in individual property rights by many Oconee County long time residents.

The first required step towards Community-Based Zoning is an Enabling Ordinance. As this Ordinance was drafted, it included an overlay district around Lake Keowee and two other overlay districts were included. The other two: a scenic overlay along Route 11 and an Industrial Overlay in the Interstate 85 area of the County. These latter two overlays elicited some very vocal opposition, the result of which could be the elimination of all overlays.

Although the other two overlays are important, FOLKS feels very strongly that the Enabling Ordinance should move forward with the inclusion of the Lake Overlay. The other two overlays are important but should not sidetrack the protection of the lake. We cannot afford to continue with "development by default" due to the absence of uniform Lake-protective standards.

In choosing to go with Community Based Zoning, only those Fire Districts in which voters submit a petition for zoning will be considered for zoning. The proposed overlay would be 1,300 feet around the lake and would have three protective elements:

- Limit on height of 65 feet
- Limit on residential density to 4 units per acre
- Continuation of the existing 25 foot vegetative shoreline buffer

FOLKS is not against Upstate development; we are in favor of planned, sustainable development that assures, as much as possible, the continued good health of our most valuable natural resource - our lakes. We still have an opportunity to differentiate Lake Keowee from Lake Lanier or Lake Norman and the Enabling Ordinance with Lake Overlay is a critical first step.

The County Council is meeting this Tuesday evening (February 19th) at 6:00 PM. If you concur with our position please send an email to FOLKS at keowccfolks@charter.net with your name, address and any comments you may have in favor of the ZEO with Lake Overlay. We will add these emails to those being solicited by Advocates for Quality Development and present them to the County Council.

Thank you,

Bill Graham, President

FOLKS

From: "Judith Coolidge-Fill" <mmejcf@yahoo.com>
To: <keoweefolks@charter.net>
Sent: Tuesday, February 19, 2008 11:03 AM
Subject: Zoning

We support zoning around Lake Keowee.
Weldon Fill and Judith Coolidge-Fill
503 Tall Ship Dr #205
Salem, SC 29676

Be a better friend, newshound, and know-it-all with Yahoo! Mobile. [Try it now.](#)

FOLKS

From: "Deborah Gentry" <deborahgentry@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Tuesday, February 19, 2008 11:51 AM
Subject: in favor

This is to advise you that Gary & Deborah Gentry living at 116 N. Wynward Pointe Dr in Salem SC 29676, are IN FAVOR of ZEO with Lake Overlay.

We want our lake home investment to be protected from overdevelopment and we want Lake Keowee to remain as beautiful and clean as it is today, now and in the future.

Gary & Deborah Gentry

FOLKS

From: <SCT11640@aol.com>
To: <keoweefolks@charter.net>
Sent: Tuesday, February 19, 2008 9:36 AM
Subject: ZEO

We are in favor of the ZONING ENABLING ORDINANCE WITH LAKE OVERLAY.

John and Sally Taylor
519 Tall Ship Drive, unit 519
Salem, SC 29676

Delicious ideas to please the pickiest eaters. [Watch the video on AOL Living.](#)

FOLKS

From: "Ted Wallenius" <tedwallenius@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Tuesday, February 19, 2008 8:58 AM
Subject: ZEO

My wife Marcia and I strongly support the proposed ZEO. We must not let Lake Keowee become another Lake Norman or Lake Lanier.

Dr. K. T. and Marcia Wallenius
110 Island Pointe
Seneca, SC 29672

FOLKS

From: "Frank Grant" <f_grant_burford@yahoo.co.uk>
To: <keoweefolks@charter.net>
Sent: Tuesday, February 19, 2008 8:20 AM
Subject: Zooning Enabling Ordinance with Lake Overlay

I fully support in all respects the position of FOLKS concerning the subject matter that will be taken under consideration this evening by the Commissioners.

Yours sincerely,

Frank L. Grant
Unit 130
491 Tall Ship Drive
Salem, SC29676-4310

Yahoo! Answers - Got a question? Someone out there knows the answer. Try it now.
<http://uk.answers.yahoo.com/>

FOLKS

From: "Jeannette Braine-Sperry" <jbrainesperry@gmail.com>
To: <keoweefolks@charter.net>
Sent: Tuesday, February 19, 2008 6:04 AM
Subject: Lake Overlay

Please know that I support the Lake Overlay District. It is important that the County Council start to address the quality of life issues that affect all residents of Oconee County.

Jeannette Braine-Sperry
702 Navigators Pointe
Seneca, SC 29672

FOLKS

From: "Doris Hartman" <dshartman@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 10:05 PM
Subject: ZEO overlays for Lake Keowee

AS 12-year residents on Lake Keowee & a past chair of the tree preservation committee, I strongly endorse overlays to manage development on Lake Keowee & prevent the damaging type of development evident on Lakes Lanier & Wylie. Doris & Ambrose Hartman, 4 Wave Court, Salem, SC 29676. 944-5001.

FOLKS

From: "Stu Wright" <firefighter1719@charter.net>
To: <keowee@folks@charter.net>
Sent: Monday, February 18, 2008 10:04 PM
Subject: Zoning

Please include us in your petition in favor of including "the Lake Overlay." in the initial zoning ordinance.

Harold S. Wright
Patricia A. Wright

1 Anchorage Lane
Salem, SC 29676

FOLKS

From: "Helen Dolfis" <mombo1214@earthlink.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 9:57 PM
Subject: ZEO with Lake Overlay

Please add our names to your list of supporters for the ZEO with Lake Overlay. Let us begin to take some real steps toward protecting this unique lake. Centuries of poor lake management have provided countless terrible examples. We hope that we have learned something from the past to protect the future.

John and Helen Dolfis
1214 Wild Azalea Point
Seneca, SC 29672

FOLKS

From: <ellys@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 9:41 PM
Subject: ZEO with Lake Overlay

Thank you for your update on the Zoning Enabling Ordinance. While we would like to see even greater zoning in Oconee County to insure the beauty of this area, we too recognize that compromise is probably the best hope for at least initiating the concept of zoning. We definitely support the concept of the proposed Community Based Zoning overlay of 1,300 feet around the lake with the three protective elements to include 65' limit on height, 4 unit per acre density and continuation of the important 25' vegetative shoreline buffer. We think this provision will go along way to preserve the quality of beautiful Lake Keowee. Since this is largely a voluntary zoning overlay that would require the submission of a petition by voters in affected Fire Districts we find it hard to believe that anyone would oppose this proposal.

James and Noelle "Elly" Simmons
6 Purser Point, Salem, SC 29676

FOLKS

From: <mmwatson515@aol.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:54 PM
Subject: ZEO with Lake Overlay

I am in favor of the ZOE with Lake Overlay to protect our beautiful Lake Keowee.

Mary M. Watson
109 Blackeyed Susan Lane
Sunset, SC 29685

864-868-3942

mailing address:

3181 Chatham Road NW
Atlanta, GA 30305

More new features than ever. Check out the new [AOL Mail!](#)

FOLKS

From: "loisardelean" <loisardelean@nctv.com>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:47 PM
Subject: Zoning

I firmly support the zoning proposal with the Lake Keowee overlay, and I wonder who is getting paid to eliminate the lake overlay.

Bill Crommett
10087 Maughan Trail
Seneca SC 29672

FOLKS

From: "loisardelean" <loisardelean@nctv.com>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:43 PM
Subject: Lake Overlay

I support the ZEO with the Lake Overlay.

Lois Ardelean
10087 Maughan Trail
Seneca, SC 29672

FOLKS

From: "barbara gauderer" <bgauderer@yahoo.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:27 PM
Subject: ZEO of Lake Overlay

We are in favor of ZEO of Lake Overlay.

FOLKS

From: "Craig and Nancy Monson" <cmnm12@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:01 PM
Subject: overlay

We moved to this area from Florida to escape the rampant over development that is taking place on the coast and near any inland body of water. Having lived here for the past 10 years, we have seen the same aggressive waterfront development around and near lake peewee.

My family is very much in favor of the ZEO including a lake overlay and ask for this to be approved and enacted as soon as possible. Any delays in accomplishing this will be viewed by us as "irresponsible" !!

Sincerely
Craig Monson
3405 Split Oak Circle
Seneca SC 29678

FOLKS

From: "Bill Bruehl" <billbruehl@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:00 PM
Subject: lake overlay

I want the lake overlay.
Bill Bruehl
18032 Cedar Cove Road
Seneca 296762

(on the lake)

My website <http://billbruehl.homestead.com/HomePage~ns4.html>
My blog: <http://wallyweet.blogspot.com>
"Interpretation is the revenge of the intellect upon art." Sontag
"Talking against religion is unchaining a tyger." B. Franklin

FOLKS

From: "henrypatviv" <henrypatviv@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 7:58 PM
Subject: Re: County Council Meeting

We favor the position of FOLKS and request you install ZEO with Lake Overlay. The longer you delay will only insure another Lake Lanier disaster at Lake Keowee.

Thank You,

Pat and Vivian Henry
 123 Wynward Pointe Drive
 Salem, Sc 29676
 864 944 0079

----- Original Message -----

From: FOLKS
To: Pat and Vivian Henry
Sent: Sunday, February 17, 2008 10:33 PM
Subject: County Council Meeting



Zoning Enabling Ordinance

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The first required step towards Community-Based Zoning is an Enabling Ordinance. As this Ordinance was drafted, it included an overlay district around Lake Keowee and two other overlay districts were included. The other two: a scenic overlay along Route 11 and an Industrial Overlay in the Interstate 85 area of the County. These latter two overlays elicited some very vocal opposition, the result of which could be the elimination of all overlays.

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The County Council is meeting this Tuesday evening (February 19th) at 6:00 PM. If you concur with our position please send an email to FOLKS at keowee@charter.net with your name, address and any comments you may have in favor of the ZEO with Lake Overlay. We will add these emails to those being solicited by Advocates for Quality Development and present them to the County Council.

Thank you,

Bill Graham, President

FOLKS

From: "Lybeer, Chris" <chris.lybeer@radiantsystems.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 7:48 PM
Subject: Council Mtg Tues

I am 110% in favor of a Lake Keowee Overlay District. As we all know, development is inevitable. We also know that there is good development and bad development - the examples are too numerous to bother mentioning! An Overlay District is the start of a managed development system on Keowee, and something that is desperately needed. Some people have already been burned by the lack of certain forms of control on the lake, and it will only get worse without a more pro-active stance. Thanks for your attention on this matter.

Chris & Jennifer Lybeer
1999 Hampton Shores Drive
Seneca, SC

FOLKS

From: <daleshopkins@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 7:43 PM
Subject: zoning with overlay

I am Dale S. Hopkins at 487 Tall Ship Dr. #224, Salem, SC 29676 - 4356, and

I am in favor of zoning with overlay.

FOLKS

From: "Paul Trehearne" <winemp@earthlink.net>
To: "f.O.L.K." <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 6:36 PM
Subject: Enabling Ordinance

We are in complete agreement with F.O.L.K.S. position with regard to the Enabling Ordinance and the Lake Keowee Overlay.

Paul & Linda Trehearne
410 Long Reach Dr
Salem, SC 29676

FOLKS

From: "Tippi Carson" <tcarson012@charter.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 6:24 PM
Subject: Zoning Enable Ordinance with Lake Overlay

Dear Sir/Madam:

As a property owner in Tall Ships -Keowee Key, we the owners, are very much in favor of limited and controlled growth along Lake Keowee and surrounding area.

Without guidelines and proper ordinances in place to protect the community, the serenity, inherent beauty and value of lake keowee could be in jepordy due to unchecked development and commercialization. Lets not let this happen for us and generations to come.

We trust our voice will be heard,

John and Patricia Carson (Seabrook I,LLC)
Tall Ships-235
Salem,SC

864.314.3486

FOLKS

From: "Robert Going" <robertgoingjr@mindspring.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 6:21 PM
Subject: ZEO

We agree that a lake overlay zone is prudent to keep density and height restrictions carefully controlled.

Robert Going, Jr
105 Big Oak Drive
OakePointe
Seneca, SC 29672



Robert E. (Chip) Going, Jr.
robertgoingjr@mindspring.com

FOLKS

From: "Rick Dyer" <rickdyer@earthlink.net>
To: <keoweefolks@charter.net>
Sent: Sunday, February 17, 2008 10:49 PM
Subject: ZEO

I am a new resident here, and believe Lake Keowee needs to be protected from development that would harm it.

To this end, I am very much in favor of the ZEO with lake overlay.

I am specifically in favor of limiting the height and density of any construction and the continuation of the 25 ft. vegetation buffer.

Sincerely,

Rick Dyer
404 Moonlit Trail
Salem, SC 29676

FOLKS

From: "Steve Chase" <chasers03@gmail.com>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Sunday, February 17, 2008 11:14 PM
Subject: pro Lake Overlay and anti economic development

Steve & Jean Chase, 309 Amethyst Way,
Seneca,,,cel=9035493----completely concur with Folks position as written.

We even more strongly feel that any economic development
promoted/sponsored by the County and which uses our tax money is a NO<NO...

The County should keep its efforts directed toward controlling growth
and preserving the quality of life we are rapidly losing because of
unmanaged growth and the greed of the economic developers.

>

FOLKS

From: <vindagoody1@comcast.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Sunday, February 17, 2008 11:16 PM
Subject: Re: County Council Meeting

i agree with the plans that folks has noted, vinda goodman, 1824 jackson's creek drive, marietta, ga 30068. our address at keowee key is 495 tall ships drive, unit 339, salem, sc, 29676... we have a lake lot as well and added riprap to the shoreline, the bank is now very sheer above the rock, what kinds of plants can be used to maintain the stability? thanks for any advice... vinda goodman

--

lots of love, vinda (ASAP-Always Say A Prayer)

Face Lift (superficial) - Faith Lift (supernatural) <><

"A joyful heart is good medicine." Proverbs 17:22

"With God, all things are possible." Matthew 19:26

"Seek first His kingdom and His righteousness... Do not be anxious for tomorrow, for tomorrow will care for itself.

Each day has enough trouble of its own." Matthew 6:33,34

----- Original message -----

From: "FOLKS" <keoweefolks@charter.net>



Zoning Enabling Ordinance

You may have been following the ups and downs of the Zoning Enabling Ordinance (ZEO) between the Oconee County Council and the Planning Commission. FOLKS supports the Oconee County Comprehensive Plan which stated that comprehensive zoning would be considered in 2007. The County Council wisely decided to proceed with Community Based Zoning rather than comprehensive zoning for the entire county due to the closely held belief in individual property rights by many Oconee County long time residents.

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Thank you,

Bill Graham, President

FOLKS

From: <riverbirchprop@aol.com>
To: <keoweefolks@charter.net>; <manorborne@aol.com>
Sent: Sunday, February 17, 2008 11:26 PM
Subject: Lake Zoning

We support lake zoning as stated by your organization. Don't know how it affects numerous areas around the lake that stockpiles for used vehicles and miscellaneous other things not friendly to the appearance and/or quality of the lake. Hopefully, this situation is addressed as well as numerous antiquated septic systems.

Don Borth
222 Hillview Drive
Seneca, SC 29672

More new features than ever. Check out the new [AOL Mail!](#)

FOLKS

From: <Phil.Kowalski@CRI-Criterion.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 5:03 AM
Subject: RE: County Council Meeting

Very strongly in favor of ZEO with Lake Overlay - why totally ruin one of the most beautiful and liveable lakes anywhere with unnecessary and excessive development that once done can never be fixed? Sandi & Phil Kowalski

-----Original Message-----

From: keoweefolks@charter.net [mailto:keoweefolks@charter.net]
Sent: Sunday, February 17, 2008 9:37 PM
To: phil_kowalski@cricatalyst.com
Subject: County Council Meeting



Zoning Enabling Ordinance

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Thank you,

Bill Graham, President

FOLKS

From: "William Pope" <willpo8@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 5:30 AM
Subject: Re: County Council Meeting

I believe this will be good for Lake Keowee. Too much development will ruin the beauty that we have all around us. Bill Pope

----- Original Message -----

From: FOLKS
To: Bill & Marge Pope
Sent: Sunday, February 17, 2008 10:39 PM
Subject: County Council Meeting



Zoning Enabling Ordinance

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Thank you,

Bill Graham, President

FOLKS

From: "roger soderdahl" <rogersoderdahl@yahoo.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 6:56 AM
Subject: Zoning Enabling Ordinance With Lake Overlay

We are strongly in favor of the Zoning Enabling Ordinance with Lake Overlay -Lake Keowee is a very valuable asset to the Upstate - its development should be managed to protect and enhance its value.

Roger and Joyce Soderdahl

Looking for last minute shopping deals?

Find them fast with Yahoo! Search. <http://tools.search.yahoo.com/newsearch/category.php?category=shopping>

FOLKS

From: "Andrea Schober" <andreaschober@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 7:00 AM
Subject: zoning meeting re overlays

Andrea and Bruce Schober
505 Northridge Pointe Drive
Seneca SC 29672

We support the ZEO with the lake overlay. We are residents of a lakefront community and want to help insure the responsible development of this resource for all to enjoy for generations to come.

FOLKS

From: "Margaret and Dennis" <keowee109@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 7:06 AM
Subject: ZEO

I am in favor of the ZEO with Lake Overlay.

It is imperative that County Council pass this measure at the earliest possible time.

**Dennis Barre
109 N. Harbour Dr.
Seneca, SC 29672**

FOLKS

From: "Paul R. Porter" <tripaul@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 7:13 AM
Subject: ZEO

FOLKS

We are in favor of the ZEO with Lake Overlay.

Paul R. & Judy Porter
910 Lakecrest Dr.
Seneca, S. C. 29672-7096

FOLKS

From: "JAKE JOHNSON" <carsonjohnson@prodigy.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 7:25 AM
Subject: ZEO

We strongly support the ZEO coming before county council. We are especially supportive the 1300ft overlay around lake Keowee.

Andrea and Carson Johnson
107 Big Oak Drive
Oake Pointe Subdivision
Seneca, SC

FOLKS

From: <kminton@bellsouth.net>
To: "FOLKS" <keowee@folks@charter.net>
Sent: Monday, February 18, 2008 7:38 AM
Subject: Re: County Council Meeting

We agree with your position.

Kevin & Gloria Minton

202 Northcliff Ct.

Salem, SC 29676

----- Original message from "FOLKS" <keowee@folks@charter.net>: -----



Zoning Enabling Ordinance

You may have been following the ups and downs of the Zoning Enabling Ordinance (ZEO) between the Oconee County Council and the Planning Commission. FOLKS supports the Oconee County Comprehensive Plan which stated that comprehensive zoning would be considered in 2007. The County Council wisely decided to proceed with Community Based Zoning rather than comprehensive zoning for the entire county due to the closely held belief in individual property rights by many Oconee County long time residents.

The first required step towards Community-Based Zoning is an Enabling Ordinance. As this Ordinance was drafted, it included an overlay district around Lake Keowee and two other overlay districts were included. The other two: a scenic overlay along Route 11 and an Industrial Overlay in the Interstate 85 area of the County. These latter two overlays elicited some very vocal opposition, the result of which could be the elimination of all overlays.

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Enabling Ordinance should move forward with the inclusion of the Lake Overlay. The other two overlays are important but should not sidetrack the protection of the lake. We cannot afford to continue with "development by default" due to the absence of uniform Lake-protective standards.

In choosing to go with Community Based Zoning, only those Fire Districts in which voters submit a petition for zoning will be considered for zoning. The proposed overlay would be 1,300 feet around the lake and would have three protective elements:

- Limit on height of 65 feet
- Limit on residential density to 4 units per acre
- Continuation of the existing 25 foot vegetative shoreline buffer

FOLKS is not against Upstate development; we are in favor of planned, sustainable development that assures, as much as possible, the continued good health of our most valuable natural resource - our lakes. We still have an opportunity to differentiate Lake Keowee from Lake Lanier or Lake Norman and the Enabling Ordinance with Lake Overlay is a critical first step.

The County Council is meeting this Tuesday evening (February 19th) at 6:00 PM. If you concur with our position please send an email to FOLKS at keoweefolks@charter.net with your name, address and any comments you may have in favor of the ZEO with Lake Overlay. We will add these emails to those being solicited by Advocates for Quality Development and present them to the County Council.

Thank you,

Bill Graham, President

FOLKS

From: "George Ostapchenko" <gostap@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 7:45 AM
Subject: Zoning Enabling Ordinance

We support FOLKS position on the proposed ZEO.
George & Patricia Ostapchenko

FOLKS

From: <henrysue@bellsouth.net>
To: "FOLKS" <keowee@charter.net>
Sent: Monday, February 18, 2008 7:57 AM
Subject: Re: County Council Meeting

My name is Henry Watson. I live at 4011 Arrowhead Trail, Seneca. I wholeheartedly support the Enabling Ordinance with Lake Overlay. It is necessary to protect our lakes from uncontrolled high density development, which could result in serious erosion problems and traffic congestion on the roads and in the lake. Over development could also endanger our water supply. Help us keep our lakes a pristine and valuable natural resource.

FOLKS

From: <Waldam@aol.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:04 AM
Subject: Re: County Council Meeting

February 18, 2008

Dear Oconee County Council,

I support the position of FOLKS to have a Lake Keowee overlay in the comprehensive plan as you plan for the future of our County. It is also very reasonable to have citizens determine by fire district whether they want further zoning for their immediate area.

If this is not done, I believe that the anticipated growth in population and development in our area will gradually wipe out all the natural and scenic beauty that our citizens hold dear.

Please act now in support of FOLKS recommendations.

Sincerely,

Alice M. Wald
98 Mountain View Drive
Walhalla, SC 29691

Ideas to please picky eaters. Watch video on AOL Living.
(<http://living.aol.com/video/how-to-please-your-picky-eater/rachel-campos-duffy/2050827?NCID=aolcmp00300000002598>)

FOLKS

From: "Bill Holzauer" <billhz@mindspring.com>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:12 AM
Subject: Re: County Council Meeting

To: FOLKS

From: Bill & Grace Holzauer

Re: The Lake overlay of the zoning enabling ordinance.

We came to Lake Keowee 22 years ago and bought property specifically because it was not overly developed as Lakes Norman and Lanier were, even then.

Without sensible restrictions, undesirable changes are inevitable, as witness the current cancerous spread of large garish billboards in the Bountyland area.

If the local residents along routes 85 and 11 can speak loudly and get those overlays rescinded, then we local lake residents should have the equal opportunity to have our overlay kept in place.

Thank you for taking a leadership position in this vital work.

FOLKS

From: "Harry Wertheimer" <hwerthe@earthlink.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:15 AM
Subject: Re: County Council Meeting

I am 100% in favor of the very reasonable control limits proposed by FOLKS that is -The proposed overlay would be 1,300 feet around the lake and would have three protective elements:

- Limit on height of 65 feet
- Limit on residential density to 4 units per acre
- Continuation of the existing 25 foot vegetative shoreline buffer

Harry Wertheimer
 3 Wave Court
 Salem, SC 29676

864 944-5224
 hwerthe@earthlink.net

----- Original Message -----

From: FOLKS
To: Harry and Dorothy Wertheimer
Sent: Sunday, February 17, 2008 10:33 PM
Subject: County Council Meeting



Zoning Enabling Ordinance

You may have been following the ups and downs of the Zoning Enabling Ordinance (ZEO) between the Oconee County Council and the Planning Commission. FOLKS supports the Oconee County Comprehensive Plan which stated that comprehensive zoning would be considered in 2007. The County Council wisely decided to proceed with Community Based Zoning rather than comprehensive zoning for the entire county due to the closely held belief in individual property rights by many Oconee County long time residents.

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Thank you,

Bill Graham, President

No virus found in this incoming message.
Checked by AVG Free Edition.

FOLKS

From: "Charlie/Florence" <cfgarcia@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:24 AM
Subject: Zoning Enabling Ordinance

We support Friends of Lake Keowee in their stance for Zone Enabling Ordinance with lake overlay. This is vital to the preservation of our natural resource, Lake Keowee. As a Lake Keowee lakefront homeowner we add our support behind FOLKS and AQD in this needed zoning.

Charles and Florence Garcia
The Summit
411 Woodridge Drive
Seneca, SC 29672

FOLKS

From: "Charles Duke" <DCHARLE@exchange.clemson.edu>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:21 AM
Subject: In Favor of ZEO with Lake Overlay

Thank you for your work in following and commenting on the issues concerning development and Lake Keowee.

I agree with the approach of proceeding with the ZEO and Lake Overlay. If the Council needs to continue discussion and input on the other two overlays, then it should continue with those discussions separately from the Lake Keowee decision. Bundling controversial issues together is a common tactic to increase opposition and ensure that all of them fail. The Council should move forward with the consensus that we already have by creating the enabling ordinance and then setting the Lake Keowee land use principles.

Charles Duke
2556 Sugar Valley Road
Seneca, SC 29672

FOLKS

From: "Charles Sercu" <oldecol@mac.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:25 AM
Subject: Zoning

Go For It!

Charles L Sercu
225 Pointe Road
Seneca, SC 29672

FOLKS

From: "Peter Rogers" <rprogers1@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:29 AM
Subject: I support the ZEO with Lake Overlay!

Peter and Cathy Rogers
The Cliffs @ Keowee Vineyards
109 Wood Sorrell Way
Sunset, Pickens County, SC 29685

We must not develop without a comprehensive framework that (1) protects our primary assets...lakes, mountains, recreation, beauty; and (2) supports sensible development. The issue is not to stop development, but to envelop it in ordinances that serve and protect our assets first, current residents and tax payers second, and development third.

LET US NOT DESTROY OUR LEGACY!

FOLKS

From: "Sam Head" <samuelhead@yahoo.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:46 AM
Subject: Zoning

I completely agree with Folks position on the zoning. The lakes are the most important part of the zoning and while I agree with the other overlays, I hope it does not take away from getting something done to protect Lake Keowee. I am in full support and feel free to let me know if I can help in any way.

Sam Head
Carolinas Wealth Management
ING Financial Partners, Inc.
135k Eagles Nest Dr.
Seneca, SC 29678

Sam Head
Investment Advisor Affiliate
ING Financial Partners, Inc.
Member SIPC

Never miss a thing. Make Yahoo your homepage.

FOLKS

From: "Alton Burgess" <tezbjurgess@mindspring.com>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:49 AM
Subject: Re: County Council Meeting

We are for the Zoning Enabling Ordinance. Alton & Montez Burgess

----- Original Message -----

From: FOLKS
To: Al & Montez Burgess
Sent: Sunday, February 17, 2008 10:38 PM
Subject: County Council Meeting



Zoning Enabling Ordinance

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Thank you,

Bill Graham, President

No virus found in this incoming message.

Checked by AVG Free Edition.

Version: 7.5.516 / Virus Database: 269.20.7/1284 - Release Date: 2/17/2008 2:39 PM

FOLKS

From: "Eileen Hayward" <eileenhayward@webtv.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:53 AM
Subject: Re: County Council Meeting

Dear Bill,

As a former member of FOLKS executive committee, and the Keowee Key Lake Committee, I was the originator of the idea to enlist Council members' support of protecting our waterways (not only Lake Keowee). I believe all Oconee County waterways are entitled to protection via an ordinance. The County Council was in favor of FOLKS' recommendations, so hopefully the present administration will support such an endeavor. Water is our most precious, fragile, and limited resource. It belongs to everyone, and thus deserves priority attention. Will.

(Please feel free to express my opinion at the Council meeting.)

Will Hayward
 25 Mizzen Lane, Salem/Keowee Key
 (864) 944-0099

From: FOLKS
Sent: Sunday, February 17, 2008 10:32 PM
To: Wil & Eileen Hayward
Subject: County Council Meeting



Zoning Enabling Ordinance

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Thank you,

Bill Graham, President

FOLKS

From: "Woody Goodson" <woodrow_9@charter.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:58 AM
Subject: ZEO

I wish to express my full support of the FOLKS position on the pending Zoning Enabling Ordinance with Lake Overlay around Lake Keowee. We need to do all we can to ensure the protection and maintain the quality of our lake. I chose this area to live based primarily on the appeal of Lake Keowee. To see it deteriorate with careless growth and abuse would be very disturbing.

Woodrow Goodson
115 Shipmaster Drive
Salem, SC 29676

FOLKS

From: "Camille Hess" <camillehess@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 8:59 AM
Subject: RE: County Council Meeting

We concur with your position. John and Camille Hess 149 Pinnacle Pointe, Seneca 29672

From: FOLKS [mailto:keoweefolks@charter.net]
Sent: Sunday, February 17, 2008 10:31 PM
To: John & Camille Hess
Subject: County Council Meeting



Zoning Enabling Ordinance

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Thank you,

Bill Graham, President

FOLKS

From: "James Mouw" <jwmouw@earthlink.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 9:04 AM
Subject: Re: County Council Meeting

We agree with your recommendations and thoughts below. We lived on Lake Lanier for 17 years before moving here and can certainly identify with the way a lake can be destroyed by no zoning and unregulated consumption of water. In our opinion, it would be worthwhile to load up a bus with the nay-sayers and take them to Lanier for a look. The place is a disaster.

Jim and Marguerite Mouw

-----Original Message-----

From: FOLKS
 Sent: Feb 17, 2008 10:34 PM
 To: James & Marguerite Mouw
 Subject: County Council Meeting



Zoning Enabling Ordinance

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Thank you,

Bill Graham, President

FOLKS

From: "Harry Mursten" <hmursten@embarqmail.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 9:12 AM
Subject: Lake Keowee Development

Please be advised that we totally support the position of FOLKS with regard to the organization and sustainable development around Lake Keowee. At the expense of special interests or economic profiteering, the health and longevity of Lake Keowee as well as the quality of the existing developments should take priority. This really is a "no-brainer".

Harry Mursten
Margaret Mursten
705 Pine Creek Court
Seneca, SC 29672

FOLKS

From: "george henefeld" <georgehenefeld@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 9:26 AM
Subject: Re: County Council Meeting

Dear Folks:

We are in favor of the ZEO with the Lake Overlay. // George & Karen Henefeld

----- Original Message -----

From: FOLKS
To: George & Karen Henefeld
Sent: Sunday, February 17, 2008 10:32 PM
Subject: County Council Meeting



Zoning Enabling Ordinance

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Thank you,

Bill Graham, President

FOLKS

From: "hagen2480" <hagen2460@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 9:28 AM
Subject: Re: ZEO

We are both totally in favor of the ZEO with Lake Overlay.

Edward J. Hagen
Pamela W. Hagen
565 Riverstone Dr.
Salem, SC 29676

FOLKS

From: "Gen" <jac23gen@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 9:37 AM
Subject: Zoning

There is an urgent need for land usage/zoning regulations in Oconee County. It is essential that those regulations include overlay districts, particularly for the lake areas.

John Dudley
5 Rum Row Court
Salem, SC 29676

FOLKS

From: <ksposato@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 9:39 AM
Subject: overlay

I have read your memo on zoning and "overlay" and I am in complete agreement with your views. We live on the lake in Fairview Shores for past 18 years. Sincerely, K. Sposato

FOLKS

From: "Rick Hamilton" <ricohamilton@yahoo.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 9:31 AM
Subject: Support of the Enabling Ordinance

We support the FOLKS and Advocates for Quality Development's position that it is important that the county proceeds with Community Based Zoning rather than comprehensive zoning for the entire county. We feel very strongly that the Enabling Ordinance should move forward with the inclusion of the Lake Overlay.

We support the proposed overlay that would be 1,300 feet around the lake with three protective elements:
Limit on height of 65 feet
Limit on residential density to 4 units per acre
Continuation of the existing 25 foot vegetative shoreline buffer

We are in favor of planned, sustainable development that assures the continued good health of our most valuable natural resource - our lakes.

Rick and Lyn Hamilton
105 Wynmere Way
Seneca, SC 29672

(864) 888-4520
email address: ricohamilton@yahoo.com

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FOLKS

From: "Bob Hiatt" <rdhiatt@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 9:46 AM
Subject: RE: County Council Meeting

We concur with FOLKS position. It is critical Lake Keowee be protected from overdevelopment.

Bob and Linda Hiatt
 589 Tall Ship Dr.
 Salem, SC 29676

From: FOLKS [mailto:keoweefolks@charter.net]
Sent: Sunday, February 17, 2008 10:37 PM
To: Robert & Linda Hiatt
Subject: County Council Meeting



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- Continuation of the existing 25 foot vegetative shoreline buffer

FOLKS is not against Upstate development; we are in favor of planned, sustainable development that assures, as much as possible, the continued good health of our most valuable natural resource - our lakes. We still have an opportunity to differentiate Lake Keowee from Lake Lanier or Lake Norman and the Enabling Ordinance with Lake Overlay is a critical first step.

The County Council is meeting this Tuesday evening (February 19th) at 6:00 PM. If you concur with our position please send an email to FOLKS at keoweefolks@charter.net with your name, address and any comments you may have in favor of the ZEO with Lake Overlay.

We will add these emails to those being solicited by Advocates for Quality Development and present them to the County Council.

Thank you,

Bill Graham, President

FOLKS

From: "Pete Butenhoff" <pbutenh@tc2.com>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 9:47 AM
Subject: RE: County Council Meeting

We strongly support Community Based Zoning and inclusion of the Lake Overlay.

Peter and Nancy Butenhoff
 179 Westlake Drive
 Seneca, SC 29672

From: FOLKS [mailto:keoweefolks@charter.net]
Sent: Sunday, February 17, 2008 10:37 PM
To: Pete Butenhoff
Subject: County Council Meeting



Zoning Enabling Ordinance

you may have been following the ups and downs of the Zoning Enabling Ordinance (ZEO) between the Oconee County Council and the Planning Commission. FOLKS supports the Oconee County Comprehensive Plan which stated that comprehensive zoning would be considered in 2007. The County Council wisely decided to proceed with Community Based Zoning rather than comprehensive zoning for the entire county due to the closely held belief in individual property rights by many Oconee County long time residents.

The first required step towards Community-Based Zoning is an Enabling Ordinance. As this Ordinance was drafted, it included an overlay district around Lake Keowee and two other overlay districts were included. The other two: a scenic overlay along Route 11 and an Industrial Overlay in the Interstate 85 area of the County. These latter two overlays elicited some very vocal opposition, the result of which could be the elimination of all overlays.

Although the other two overlays are important, FOLKS feels very strongly that the Enabling Ordinance should move forward with the inclusion of the Lake Overlay. The other two overlays are important but should not sidetrack the protection of the lake. We cannot afford to continue with "development by default" due to the absence of uniform Lake-

protective standards.

In choosing to go with Community Based Zoning, only those Fire Districts in which voters submit a petition for zoning will be considered for zoning. The proposed overlay would be 1,300 feet around the lake and would have three protective elements:

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Thank you,

Bill Graham, President

FOLKS

From: "Lee Nicholson" <lnicholson@surfbest.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 9:50 AM
Subject: RE: County Council Meeting

Dear Oconee County Council and Planning Commission (c/o FOLKS),

I have a home in Keowee Key (71 Mainsail Drive, Salem, SC) and wanted to let you know that I support the idea of a reasonable Enabling Ordinance around Lake Keowee. The provisions outlined in the email sent by FOLKS seem reasonable and not too restrictive. I think they will help preserve the environment and encourage the kind of development that will allow us all to be proud of the legacy we leave behind.

While property rights are of high importance in your considerations, it is my view that the property rights of the silent and responsible majority include a reasonable expectation protection regarding preservation of the view from one's property and the air/water quality around/on one's property. Those who argue for strict interpretations of property rights would quickly change their opinions if someone were to build a highly polluting factory upstream or dam up one's creek – for example.

While I also think you should proceed with some reasonable protections regarding Hwy 11 and I-85, I will keep my comments to a minimum in that regard. I will say, though, that we have a beautiful part of the world in upstate SC, and it would be a shame to see it become an eyesore because a few people didn't care about God's world enough to invest a little more money in beautification as they develop.

Finally, those who are pushing for "no zoning" should be reminded that they, on average, will benefit financially ten-fold if they heed the advice of those who are proposing these restrictions. Today's \$5000/acre development opportunity will become tomorrow's \$50000/acre development opportunity if the beauty of Oconee County is preserved. Those pushing back on planning guidelines should think longer term and be more thoughtful of the wealth they might be able to leave for their heirs.

Just regards,
 Lee Nicholson

-----Original Message-----

From: FOLKS [mailto:keoweefolks@charter.net]
Sent: Sunday, February 17, 2008 10:35 PM
To: Lee and Bebe Nicholson
Subject: County Council Meeting



Zoning Enabling Ordinance

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Thank you,

Bill Graham, President

FOLKS

From: "William Koepnick" <billkoep@mac.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 9:51 AM
Subject: ZEO - Lake Overlay

I am very much in favor of an overlay zone to protect Lake Keowee from unbridled development, and wish to urge our County Council to take immediate action to enact the ZEO ordinance.

I understand there are many communities in Oconee County that have reservations about zoning, but the area around the lake is at greater risk from greedy out-of-town developers looking to create high-density properties than the remainder of the County. These developers are only interested in profits, and will care little about how their projects impact the beauty of this incredible local resource, while they threaten the water quality, and over-crowd the waterways.

Once those developers have sold their huge buildings, they will take their profits and move on to other areas, leaving the residents of the County to deal with the mess they have left behind.

We have a very small window of opportunity here to prevent Keowee from becoming another Lanier or Norman (or worse), and the Council needs to swiftly to set limits that will protect our County's most precious resource before a land grab allows outside interests to stake their claims on unrestricted property. Not acting now will be a horrible mistake that will be practically impossible to correct in the future.

William Koepnick
Vice-President
PineRidge Pointe Board of Directors
864-886-8184

FOLKS

From: "Art Beyer" <artchar@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 10:00 AM
Subject: Lake Overlay

To Whom It May Concern,
We strongly urge that the ZEO with the Keowee Key Overlay be enacted by the County Council.
Arthur Beyer
Charlotte Beyer
Lot # 8- Wynward Pointe Subdivision
118 Wynward Pointe Drive
Salem, SC 29676
944-7000

FOLKS

From: "Ginger Strong-Tidman" <gstidman@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 10:02 AM
Subject: In Support of Zoning Overlay

We are in full support of a zoning overlay to protect our lake. If we fail to protect our lake, we will have squandered our greatest resource. Our lake, our mountains and our scenic views are the strength of our area and we can leverage them to grow in smart ways, but not if we fail to protect them NOW. This is our golden goose, kill her with over development and there will be no more golden eggs, no more gold in our corner of this state.

Ginger Tidman
148 Northshores Drive
Seneca, SC 29672

FOLKS

From: "John Schlueter" <jschlueter@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 10:08 AM
Subject: Lake overlay

My wife and I strongly support Folks and theLake overlay.
Thank you for yor persistence in this matter.

John J. Schlueter
19 Lash Up Lane
Salem SC 29676

FOLKS

From: <Jamesdoyl@aol.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 10:10 AM
Subject: Re: County Council Meeting

To our friends at FOLKS

We very much support the Zoning Enabling Ordinance with Lake Overlay.

The Lakes of Oconee County are key to the economic development of the Upstate. They must be preserved.

The ZEO is a necessary first step in the preservation process

Jim and Mary Doyle

742 Navigators Pointe

Seneca, SC 29672

Delicious ideas to please the pickiest eaters. [Watch the video on AOL Living.](#)

FOLKS

From: "Gil n' SC" <sen2444@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 10:21 AM
Subject: Zoning

I agree completely that Oconee County needs to establish zoning ordinances that protect individual property rights and 'commonly-held' assets such as Lake Keowee. The county council and government officials are remiss in not aggressively moving forward with zoning. This is not an issue that can be avoided – "Nero fiddled while Rome burned."

Although caution must be exercised to avoid 'piece-meal' zoning, I do believe that it is reasonable to create and establish an 'overlay' zone around the most unique asset in the county – Lake Keowee. Get it done!

Gilbert C. Misner
306 N. Summit Drive
Seneca, SC 29672

FOLKS

From: "Susan Rach" <surach@earthlink.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 10:25 AM
Subject: Overlay

Please add our names to the Advocates list and the Folks list of those who are in favor of zoning and the preservation of Lake Keowee for generations to come.

John and Susan Rach
127 Pinnacle Pointe Dr
Seneca

FOLKS

From: "jmcwey" <jmcwey@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 10:25 AM
Subject: ZEO with Lake Overlay

We are in favor of Folks position on ZEO with Lake Overlay to protect Lake Keowee. This is one of the finest lakes in North America and we need to do everything to protect it.

Thanks,

Jeff & Lauren McWey
254 Jocassee Point Rd
Salem, SC 29676

FOLKS

From: "Joseph J. White" <jwhite@asoboususa.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 10:43 AM
Subject: In Favor of FOLKS Position

Bill:

As residents of Harbour Point and property owners at The Highlands we are in favor of the Folks position.

Joe & Letta White
864-275-6000

This message is the property of Joseph J. White or his affiliates. It may be legally privileged and/or confidential and is intended only for the use of the addressee(s). No addressee should forward, print, copy, or otherwise reproduce this message in any manner that would allow it to be viewed by any individual not originally listed as a recipient. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized disclosure, dissemination, distribution, copying or the taking of any action in reliance on the information herein is strictly prohibited. If you have received this communication in error, please immediately notify the sender and delete this message from your computer. Thank you.

FOLKS

From: "G. Barry Cook" <cookgb@ballsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 10:50 AM
Subject: Zoning

I recently sent the following message to my County Councilman-- I read the article in the February 13 Daily Journal on zoning where Tommy Abbott said he would never approve an overlay as long as he is chairman. My reaction is that it is time to get a new chairman. However, prior to taking that position, I would like to know why he is against it. Is there a good reason or just that there is a lot of pressure? I haven't seen anything in the paper as to why he would be against it. Your thoughts would be appreciated. I am definitely for the lake overlay whether the others go forward or not.

Regards,
Twila and Barry Cook

FOLKS

From: "Gary Lueck" <hglueck@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 11:04 AM
Subject: Z E O

PLEASE PLEASE - PASS THE ZONING ENABLING ORDINANCE - WITH
PROVISIONS TO INCLUDE THE OVERLAY DISTRICT AROUND LAKE KEOWEE II

WE MUST PROTECT LAKE KEOWEE. LAKE PROPERTY IS VERY PRECIOUS
AND A CONTINUING SOURCE OF TAX REVENUE FOR THE COUNTY.

'DON'T BLOW THIS ONE' !!!!!!!

H.G.LUECK
113 WHIPPOORWILL DR.
SENECA, S.C.

FOLKS

From: "mazzie lynn & phil" <mazziesc@yahoo.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 11:09 AM
Subject: ZEO with Lake Overlay

We strongly support ZEO with Lake Overlay. Please add our names to the list of supporters: Phil and Lynn Mazzie, 36 Quartermaster Drive, Salem, SC 29676.

Never miss a thing. [Make Yahoo your homepage.](#)

FOLKS

From: "CLG308" <clg308@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 11:30 AM
Subject: Oconee taxpayers support zoning!

Dear Members of Oconee County Council:

Please accept this letter in SUPPORT of zoning and the lake overlay to protect Lake Keowee from unplanned and unchecked development. We support the 65 foot height limits, residential density limits, and shoreline buffers. We also support the Hwy 11 scenic overlay and the I-85 commercial overlay.

Thank you,

Douglas & Cynthia Grant
308 Beech View Court
Seneca, SC 29672

FOLKS

From: "dave woodrow" <dwoodrow@comcast.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 11:48 AM
Subject: RE: County Council Meeting

Bill,

I am strongly in favor of the establishment and implementation of a comprehensive zoning plan for the lake. The council should understand that the significant economic improvement in the county is in many ways tied to the desire of many folks who want to move here. That desire can easily diminish if there is no reasonable zoning!

Dave

From: FOLKS [mailto:keoweefolks@charter.net]
Sent: Sunday, February 17, 2008 10:32 PM
To: David and Cynthia Woodrow
Subject: County Council Meeting



Zoning Enabling Ordinance

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Thank you,

Bill Graham, President

FOLKS

From: "John Barnes" <jbarnes@wesleycommons.org>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 11:49 AM
Subject: ZEO

Since its initial meeting many years ago FOLKS underlying goal was to educate residents so that one day they would support the implementation of rational land use planning that would protect the quality of Lake Keowee. Progress has been glacial, but now a major first step might be attainable.

Everyone concerned with the quality of water in Lake Keowee should support the ZEO with the lake overlay. However, "Supporting" is necessary but insufficient. Residents should make certain that their elected representatives fulfill their public duty to protect the quality of OUR water.

John C. Barnes
1110 Marshall Rd
Greenwood SC 29646

FOLKS

From: <Billdefries@aol.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 11:56 AM
Subject: ZEO Lake Keowee Overlay Zoning

Dear FOLKS:

I am a strong advocate of the ZEO Lake Overlay zoning proposal you describe in your February 17, 2008 email announcement.

I have been disturbed for quite some time that unregulated development around Lake Keowee is damaging the beauty of the lake, and more importantly, it is damaging the ecology surrounding the lake. We must do all we can to regulate and monitor all development around Lake Keowee, and to ensure that our prime goal remains to be protection of the lake's ecological balance with controlled development before it is too late.

Kind regards,

William C. DeFries
23 Eastern point
Salem, SC 20676

Delicious ideas to please the pickiest eaters. [Watch the video on AOL Living.](#)

FOLKS

From: <bhdevd@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 12:04 PM
Subject: Enabling Ordinance

Folks,

I strongly support the Enabling Ordinance including a LAKE overlay.

I also strongly support the ROUTE 11 overlay and the I-85 INDUSTRIAL overlay.

Bruce H. Drukker, MD

616 N. Flagship Drive

Salem, SC

FOLKS

From: "Sharon Brosnan" <kksharon@charter.net>
To: "FOLKS" <Keoweefolks@charter.net>
Sent: Monday, February 18, 2008 12:08 PM
Subject: Zoning Enabling Ordinance

We are in favor of the Zoning Enabling Ordinance with Lake Overlay.
Sharon and Tom Brosnan
6 Midships Lane
Salem, SC 29676

FOLKS

From: "Michael Wall" <dillysdad@mindspring.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 12:16 PM
Subject: ZEO

MY WIFE AND I SUPPORT IN THE STRONGEST TERMS THE NEED FOR COUNTY COUNCIL TO PASS THE ZEO WITH THE PROPOSED LAKE OVERLAY INCLUDED. WE SHALL CAREFULLY NOTE THOSE WHO SUPPORT THIS ACTION AND ANY WHO MAY OPPOSE IT.

MICHAEL & MARY K WALL, 9 HIGH WATER CT., SALEM, SC 29676

FOLKS

From: "JoAnn Hawkins" <jhawki3@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 12:17 PM
Subject: Re: County Council Meeting

We agree with your stand. Drake and JoAnn Hawkins

New email addresses: Drake: drakhawk@bellsouth.net
JoAnn: jhawki3@bellsouth.net
On Feb 17, 2008, at 10:34 PM, FOLKS wrote:



Zoning Enabling Ordinance

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Thank you,

Bill Graham, President

FOLKS

From: "steve collins" <collins1345@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 12:31 PM
Subject: Re: County Council Meeting

As a resident of the lakeside community, I support the overlay zoning of Lake Keowee in an effort to protect our valuable lake resource from overdevelopment and poor, unsustainable development by developers with only wealth and greed as motivators.

signed,
 Steve Collins
 170 Harbour Pointe Drive
 Six Mile, S. C. 29682

----- Original Message -----

From: FOLKS
To: Steve Collins
Sent: Sunday, February 17, 2008 10:31 PM
Subject: County Council Meeting



Zoning Enabling Ordinance

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Thank you,

Bill Graham, President

FOLKS

From: "Burt Ingram" <abingram@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 12:30 PM
Subject: Re: County Council Meeting

Dear Folks,

I think the lake overlay as described in your email is both reasonable and good for the community and county. Thanks for keeping us abreast of developments. I think it is very desirable to pass the lake overlay now and not let it get hungup while overlays in other areas of the county that are more controversial are discussed and debated over what could be a very long time.

Regards,

Ann and Burt Ingram
 196 Rattlesnake Ridge Rd.

----- Original Message -----

From: FOLKS
To: Burt and Ann Ingram
Sent: Sunday, February 17, 2008 10:29 PM
Subject: County Council Meeting



Zoning Enabling Ordinance

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Thank you,

Bill Graham, President

FOLKS

From: 'Bernard Bayer' <bembay@yahoo.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 12:32 PM
Subject: Zoning Enabling Ordinance

We are in favor of the Zoning Enabling Ordinance with Lake Overlay for Oconee County. Such zoning is long overdue. We need an overall plan that sets limits on how land should be utilized for the benefit of all of Oconee County residents. This ordinance is a first step.

Rosella and Bernard Bayer
51 Commodore Dr.
Salem, SC 29676

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FOLKS

From: "Thomas Jenders" <jenders@bellsouth.net>
To: "FOLKS" <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 12:41 PM
Subject: RE: County Council Meeting

We are in favor of ZEO.

Thomas and Joanne Jenders
 806 Clearlake Pt.
 Seneca, SC 29672

From: FOLKS [mailto:keoweefolks@charter.net]
Sent: Sunday, February 17, 2008 10:34 PM
To: Tom and Joanne Jenders
Subject: County Council Meeting



Zoning Enabling Ordinance

You may have been following the ups and downs of the Zoning Enabling Ordinance (ZEO) between the Oconee County Council and the Planning Commission. FOLKS supports the Oconee County Comprehensive Plan which stated that comprehensive zoning would be considered in 2007. The County Council wisely decided to proceed with Community Based Zoning rather than comprehensive zoning for the entire county due to the closely held belief in individual property rights by many Oconee County long time residents.

The first required step towards Community-Based Zoning is an Enabling Ordinance. As this Ordinance was drafted, it included an overlay district around Lake Keowee and two other overlay districts were included. The other two: a scenic overlay along Route 11 and an Industrial Overlay in the Interstate 85 area of the County. These latter two overlays elicited some very vocal opposition, the result of which could be the elimination of all overlays.

Although the other two overlays are important, FOLKS feels very strongly that the Enabling Ordinance should move forward with the inclusion of the Lake Overlay. The other two overlays are important but should not sidetrack the protection of the lake. We cannot afford to continue with "development by default" due to the absence of uniform Lake-

FOLKS

From: "Carlos Luria" <CDL519@mindspring.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 1:23 PM
Subject: ZEO w/Lake Overlay

I am very much in favor of the ZEO with Lake Overlay.


Carlos D. Luria
519 Tall Ships Drive #216
Salem, SC 29676

FOLKS

From: "lang868" <lang868@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 1:29 PM
Subject: ZEO with Lake Overlay

I totally agree with the FOLKS position. The County Council should proceed ASAP with ZEO and Lake Overlay. Overlays for Route 11 and Interstate 85 should be treated as separate issues.

Ronald Lang
209 Pitcher Plant Ln.
Sunset, SC 29685

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FOLKS

From: "Max Stolberg" <maxstolberg@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 1:38 PM
Subject: ZEO

My wife and I strongly favor the ZEO with Lake Overlay.
It needs to be done NOW. Time is running out.

Max & Ruth Stolberg
142 E Blue Heron Drive
Salem, SC 29676

FOLKS

From: "Jean Snellings" <snell2900@alltel.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 2:11 PM
Subject: ZEO

We are very much in favor of the ZEO with the Lake Overlay. This will only enhance Keowee and Jocassee. We pray for your success.

Jean and Richard Snellings
123 Poplar Ridge Drive
Westminster, SC 29693
[Poplar Ridge subdivision]

FOLKS

From: "Rick & Claudia Hughes" <rbhughes@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 2:41 PM
Subject: Zoning

We are in favor of planned, sustainable development of our area and for that to occur, we believe community based zoning is necessary. We would like the County Council to put a priority on healthy development which we feel will benefit the entire community in the long term.

Richard and Claudia Hughes
7 First Mate Way
Salem, SC 29676
(864) 944-7507

FOLKS

From: "Maureen Lizek" <alizek12@cox.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 2:49 PM
Subject: Zoning Enabling Ordinance

To the Oconee County Council: We are in favor of the Zoning Enabling Ordinance with Lake Overlay for the Lake Keowee area. Please take immediate action in this regard. Thank you.

Leonard and Maureen Lizek
503 Tall Ship Drive
Schooner Bldg. #201
Salem, SC 29676

FOLKS

From: "Mike Culp" <mike.culp@gmail.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 2:58 PM
Subject: Zoning

I Michael Culp, as a property owner in Oconee county, (519 Tall Ships Dr., Salcm SC 29676) 864-944-0500 am in favor of the zoning with Overlays, please register this email as my opinion.

FOLKS

From: "clcag" <clcag@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 3:07 PM
Subject: Zoning

We are in favor of the Zoning Enabling Ordinance with Lake Overlay. – Charles and Claire Giordano, 499-234 Tall Ship Drive, Salem, SC 29678

FOLKS

From: <dougandbjmarker@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 3:25 PM
Subject: lake zoning

Sirs:

We are sending this email in hopes that you will vote FOR, that is, IN FAVOR of the ZEO with a Lake Overlay at the council meeting. We feel this measure is imperative and long overdue for the protection of Lake Keowee.

Sincerely,

*Dr. and Mrs. Douglas Marker
704 SunPointe Court
Seneca, SC 29672*

FOLKS

From: <rothmj@bellsouth.net>
To: <keoweefolks@charter.net>
Cc: "Piccione John" <jpicc57455@aol.com>
Sent: Monday, February 18, 2008 3:37 PM
Subject: zoning enabling

To whom it may concern:

We are in favor of the Zoning Enabling Ordinance w/ Lake Overlay to limit development directly on the lake. Our Oconee County address is: 503 Tallship Drive #305, Salem, SC.

Jeff and Margaret Roth

FOLKS

From: "Bill Coates" <wac@roecassidy.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 3:48 PM
Subject: Zoning enabling ordinance

Friends:

I own 102 Tall Ships Condominiums. Please be advised I am in favor of overlay zoning in the Lake Keowee area. Lake Keowee is too valuable a resource to turn into another Lake Lanier. Overlay zoning will protect the lake for future generations to come. It will allow usage by a greater number of South Carolinians, and the lake's beauty and wildlife will be protected.

Please pass this to the appropriate officials in Oconee county.

William A. Coates

William A. Coates, Esquire

direct 864 349 2603

email wac@roecassidy.com



1052 North Church Street Greenville SC 29601

Post Office Box 10529 Greenville SC 29603

p 864 349 2600 / f 864 349 0303

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FOLKS

From: "zumbrunnens" <zumbrunnens@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 4:01 PM
Subject: Comments in favor of Zoning Enabling Ordinance

Mr. Graham,

My wife, Liz, and I are writing to express our support for a Zoning Enabling Ordinance. Overall, we are displeased with the unplanned development of Oconee County with billboards being erected and conversion of farm land to subdivisions and trailer parks. Sprawl is rampant with land consumption and energy usage exceeding population growth. Little has been done to make our roads more accessible to pedestrians and bicyclists. Given all of these shortcomings, we would find it desirable to at least have zoning enacted around Lake Keowee.

Dave Zumbrunnen

FOLKS

From: "Adam Senter" <sentera@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 4:11 PM
Subject: ZEO with Lake Overlay

We are very much in favor of the ZEO with Lake Overlay. Lake Keowee is at a critical point in its evolution. If strong controls are not put in place immediately it will deteriorate to the levels of Lake Lanier and Lake Norman. If the area around the lake begins to be sacrificed to uncontrolled and haphazard development, we will immediately sell our property and move to a more controlled environment taking our high level of spending and community involvement to a more deserving economic area.

Thank you.

Irene Senter
405 Windcrest Court
Salem, SC

FOLKS

From: <hansonsb@earthlink.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 4:13 PM
Subject: FW: Lake Overlay ZEO

I completely support the ideas expressed in the following letter. Please support ZEO with the Lake Overlay.

Sandra Hanson
Resident, South Oak Pointe

Dear Sirs:

South Oak Pointe is a community of 79 lots on Lake Keowee near South Cove Park. We are **VERY** concerned that the Zoning Enabling Ordinance is in danger of not being passed at all or passed without the Lake Overlay. This would be a major setback for our interests in controlling development in our area. For example, right next to South Oak Pointe on South Cove Road, there is a 34 acre parcel for sale with 1,000 feet of lake frontage at an asking price of \$6.9 million. This is twice the acres of Monte Lago at half the price. It is being marketed nationally as "ideal for multiple family development" and "unrestricted." We can only shudder to think what the results would be if this parcel falls into the hands of one of the greedy developers waiting in the wings. All of the residential neighborhoods in this area would be adversely affected, much less the long-term adverse effects to Lake Keowee so clearly defined by FOLKS, AQDI, and others.

Surely you have to agree that the vast majority of residents in the proposed Lake Overlay support the ZEO and that overlay. It is as close to a citizen-initiated proposal as you could get without actually formally voting on one. Until the latter can be accomplished, it is imperative that you provide interim protection by passing the ZEO **WITH** the Lake Overlay.

The two other proposed overlays are not even remotely citizen initiated or desired. They might be correct to impose for the good of the County as a whole, but it is surely prudent to gather more input on the merits and implications of each before adding them to the ZEO. The conditions are much more contentious for the citizens in these areas than around Lake Keowee. It is entirely **WRONG**, however, to throw out the Lake Overlay because of flaws in the other two overlays.

Finally, it is clear that the Planning Commission has much to do to develop the zoning issue and make appropriate recommendations. Council made a reasonable request for them to expedite matters and put the subject on a "fast track" and their response was not to be rushed into doing a poor job. Everyone certainly wants well considered input from the Commission, but that is not necessarily jeopardized by working with a sense of urgency. Is it not possible for the Commission to meet more often - weekly, perhaps - until their deliberations on zoning are complete? This issue is important enough and complicated enough to warrant the added effort.

Thank you very much for your attention and please support the ZEO with the Lake Overlay.

Jim Codner, President
South Oak Pointe Owners Association

FOLKS

From: <ttull12500@aol.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 4:18 PM
Subject: Zoning

Commissioners:

As property owners in Keowee Key, we do support the Zoning Enabling Ordinance with Lake Overlay.
Thank you,

Thomas and Sarah Tull
503 Tallships Drive, #104
Salem, SC 29676

More new features than ever. Check out the new AOL Mail!

FOLKS

From: "Edna" <eaelfont@earthlink.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 4:17 PM
Subject: The ZEO with Lake Overlay

Just to let you know that CJ & I support FOLKS' stance.

Drs. Charles & Edna Elfont
17 Captain Lane
Salem, SC 29676

FOLKS

From: <WHITLEYK4@aol.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 4:25 PM
Subject: (no subject)

Thanks for the information. Please add our name to the proposed overlay zoning petition.
Kenneth and Shirley Whitley
335 Ketch Building
Tall Ships Condos
Salem, S.C.

Delicious ideas to please the pickiest eaters. [Watch the video on AOL Living.](#)

FOLKS

From: "john faiola" <j_a_foxy@yahoo.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 4:34 PM
Subject: Zoning Enabling Ordinance

I am in favor of the Zoning Enabling Ordinance:

John A Faiola
Margaret K Faiola
17008 Becknell Dr
Seneca, SC 29672

I would like more information regarding the height limitation and how it is to be measured, from what base line to the max height. How is this to be verified ?

How big is a unit? Is this a cubic or an area measure? What is the max number of people per unit ? How can this be verified ? What is the remedy for non-compliance ?

Is the 25 foot vegetation buffer to be measured from the 800 foot elevation line in a horizontal dimension or a combination of horizontal and vertical dimension ? What type of vegetation is acceptable ?

My wife and I are transplants from Michigan and we came here with the best of intentions to blend in with the local folks. My wife was a volunteer at OMH for a number of years. To honor that service I made a major unsolicited contribution to fund a Labor and Delivery Unit in the new patient tower presently under construction. I would sincerely hope that the County Council seriously consider a favorable vote for the Zoning Ordinance surrounding Lake Keowee to reciprocate our charitable commitment to Oconee County and OMH.

For a number of years, I was a volunteer VA van driver taking patients to the VA center in Greenville. Johnny C Smith, 168 Pickens Rd, Westminster, was the coordinator for all those years. Johnny C Smith readily accepted me as a transplant in the charitable work that I did for him and the VA. There was never any "us versus them" in our relationship and that is the way it should be now and in the future. The only home I have is in Oconee County and as I've told many local residents: "I came here to learn me how to be a good old boy!" I did not come here to change the local customs and mores in the "Golden Corner" of South Carolina.

Col John A & Margaret K Faiola
USA (Ret)

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FOLKS

From: "Robert Bickel" <bobbickel@yahoo.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 4:38 PM
Subject: ZEO

We are in favor of planned, sustainable development that assures, as much as possible, the continued good health of our most valuable natural resource - our lakes.

We are in favor of the ZEO with Lake Overlay.

Robert & Carol Bickel
Keowee Key
3 Bowsprit Lane
Salem, SC 29676

FOLKS

From: "Terri Buchanan" <tabuchanan@charter.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 4:41 PM
Subject: Zoning Enabling Ordinance

We are in favor of the **Zoning Enabling Ordinance with Lake Overlay**. We need it for the protection of Lake Keowee.

William and Theresa Buchanan
519 Tall Ship Drive #308
Salem, SC 29676

FOLKS

From: "Anita/Ralph Stutzman" <arstutzman@bellsouth.net>
To: <Keoweefolks@charter.net>
Sent: Monday, February 18, 2008 4:52 PM
Subject: zoning and overlays

We support FOLKS in its efforts to gain zoning of some sort in our county. The thing I don't understand in the resistance to overlays around the lake. This does not in any way affect the so-called "freedom fighters" since they don't own lake front properties. What difference does this protection for us make to them? Is this resistance to them just mean spirited? What the "Freedom fighters fail to grasp is that lake folks have no desire to change the rural ambience of the county. That is part of what drew us to this area; the country mom and pop stores, the rolling country side, the farms, the natural beauty of the county which we are interested in preserving ... through proper zoning restrictions. If we over build on the lake, in our small towns, in the rural areas, we will be destroying the very thing that makes living here so delightful.

Ralph and Anita Stutzman
23360 White Harbour Rd.
Seneca, SC 29672
(803) 885-1442

FOLKS

From: <Sanco3@aol.com>
To: <keoweefolk@charter.net>
Sent: Monday, February 18, 2008 5:05 PM
Subject: The Costello's Re: Lake Overlay

We own unit 136 Yawl at Tallship in Keowee. We are in favor of some zoning for our area. Our names are;
Sandy and Connie Costello
495 Tall Ship Drive
Unit 136 Yawl
Salem, South Carolina 29676

Delicious ideas to please the pickiest eaters. [Watch the video on AOL Living.](#)

FOLKS

From: "Ronald Kraft" <ronkraft@mindspring.com>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 5:23 PM
Subject: Zoning Enabling Ordinance with Lake Overlay

I favor Zoning Enabling Ordinance with Lake Overlay

Ronald Kraft
519 Tall Ship Apt 215
Salem SC

ronkraft@mindspring.com
EarthLink Revolves Around You.

FOLKS

From: "pjf@clemson" <pjf@CLEMSON.EDU>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 5:33 PM
Subject: Enabling Ordinance

I have just heard of the consideration of the Enabling Ordinance by the County council and I am very much in favor of such an ordinance and the idea of Community Based Zoning. It appears to be the only way to protect our investments on and the beauty of Lake Keowee.

I live in Keowee Key at 487 Tall Ship Dr., Unit 321, Salem SC 29676.

Phil Flower

FOLKS

From: <mferrato@bellsouth.net>
To: <keoweefolks@charter.net>
Sent: Monday, February 18, 2008 5:50 PM
Subject: Zoning

I am in favor of the Enabling Zoning Ordinance and Community Overlay for Oconee County.

Michael Ferrato
487 Tall Ship Dr. 122
Salem, SC. 29676

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Date: Tuesday, February 19, 2008 5:00 AM
 From: Frank Costello <frank.costello@charter.net>
 To: kevin@charter.net
 Subject: Taking Fishing Orders with Lake County
 Size: 1 KB

I fully support in all respects the position of WPAAC concerning the subject matter that will be before your consideration this evening by the Commissioners.

Yours sincerely,
 Frank L. Costello
 612-120
 451 Wall Street
 Salem, OR 97301-4512

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Press Release

February 19, 2007
(For Immediate Release)

For additional information (media only) – contact Anna Davison, 638-4285

“Oconee County Issues Consumer Warning”

Walhalla, S.C. Oconee County Register of Deeds Anna Davison has issued a consumer warning to Oconee County residents. Mrs. Davison stated “I have followed news accounts from other parts of S.C. in which residents were contacted by private companies identifying themselves as deed service companies. These companies are offering to provide copies of deeds at very expensive rates. I want the citizens of Oconee County to know that deeds recorded since 2002 are available for at no charge on the County’s website <http://www.oconecsc.com/rmc/index.html>.”

These deeds and other records going back to the late 1800s can be obtained by coming to the Register of Deeds office located at 415 South Pine Street in Walhalla. It is open Monday –Friday, excluding holidays, from 8:30AM to 5 PM. Citizens can also call the office at 638-4285 and arrangements can be made to mail records for a nominal fee.

The Register of Deeds office is a department of Oconee County Government. The office is required by State law to be the official repository of real estate, liens, and other legal documents.

February 19, 2008

The Oconee Men's Outreach continue to pray for you, the members of our Oconee County Council. A former Chaplain of the United States Senate, Lloyd John Ogilvie, wrote a book titled Lord of the Impossible in which he describes *The Prescription for Perplexity*, which he summarizes in five steps (1) fear not, (2) stand firm, (3) see the salvation of the Lord, (4) keep-still, (5) go forward.

Starting in February we are asking God to work within you a tranquility as you peacefully expect His glorification, by applying His Word in Psalms 46.10: and we have personalized this Bible passage as follows: "Keep still...Chairman George Blanchard, Frank Ables, Tommy Crumpton, Marion Lyles and Mario Suarez...and know that I AM God, I will be exalted among the heathen, I will be exalted on the earth." It is in the name of Jesus, that we are asking God to apply this Scripture in giving you harmony in your deliberations as Council members.

As a reminder of our prayers for you the Council, we wish to provide each of you and the three members of your staff present here with two cards inscribed as follows:

**Father, please apply Your Word
in my life today, including -
Psalms 46.10:
"Keep still and know that I AM God,
I will be exalted among the heathen,
I will be exalted on the earth."**

Our request is that the business card be carried in your wallets as a periodic reminder of our prayers, and the 3 X 5 card be placed on your desk during your meetings, where you can reference God's Word as you consider the business of Oconee County.

Thanks for your commitment to Oconee County and blessings on your day!

For the Praying Men,
Frank Kieninger
1012 Fleming Lane
Seneca, SC 29672
864-888-4480

Beth Hulse

From: Larry Linsin - - - Seneca SC 29678 - Meeting Schedule Changes [taxpayer@targetoc.org]
Sent: Friday, February 08, 2008 2:26 PM
To: Beth Hulse
Subject: From Oconee County: Larry Linsin, Seneca, SC 29678 - Meeting Schedule Changes

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
From: Larry Linsin - - - Seneca, SC 29678
Oconee County:
Return Email: larrylinsin@bellsouth.net
Area of Concern: Meeting Schedule Changes
Comments:

Councilmen,

Recently, the date of a regularly scheduled Council meeting was moved back a week because one member would be out of town on the scheduled date. The meeting time for half of your meetings was also changed because one member's work schedule made a 3:00 meeting difficult. Now, the meeting place for three upcoming meetings has also been changed.

These constant changes in time, date and place are confusing to people who know the established times, dates and places, and won't be able to keep up with the constant changes. Please consider three problems with having three meetings at three different locations around the county:

(1) The stated reason for the meeting location change was to allow the room to be used for absentee voting. If your meetings are at 6:00 and 7:00 P.M., and the regular hours when someone can cast an absentee vote end at close of business for the Pine Street office, why will there be a conflict?

(2) If you still have many weeks between the third high school meeting and the November voting date, what happens when you revert back to the regular Council Chamber meeting place? Won't we still have what you consider to be a problem?

(3) According to the SC Code of Laws, Section 30-4-80, "All public bodies....must give written public notice of their regular meetings at the beginning of each calendar year. The notice must include the dates, times, and places of such meetings". You have recently changed all three....times, dates, and now places, away from what was advertised at the beginning of the calendar year. Are you in compliance with the Code of Laws with these constant changes?

Thank you.
 Larry Linsin

Beth Hulse

From: Dennis Minshall - - - Seneca SC 29678 - new taxes (SALES) [taxpayer@targetoc.org]
Sent: Friday, February 08, 2008 2:09 PM
To: Beth Hulse
Subject: From Oconee County: Dennis Minshall, Seneca, SC 29678 - new taxes (SALES)

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
From Dennis Minshall - - - Seneca, SC 29678
Oconee
County:
Return minshall@bellsouth.net
Email:
Area of new taxes (SALES)
Concern:
Comments:

Dont need anymore increase in Sales Tax or any other tax as long as we dont have zoning. I have a \$250,000 home. The people next door to me just sold there house and the new people that bought it intend to put up a furniture repair shop in a neighborhood and we (the neighbors) cannot do anything about it because there is no zoning laws. Are road is on lake Hartwell and we do not need business coming to a neighborhood.

Dennis Minshall
760 Durham Brown Rd.
Seneca SC 29678

Beth Hulse

From: ken sposato - - - seneca SC 29672 - taxes [taxpayer@targetoc.org]
Sent: Tuesday, February 19, 2008 1:05 PM
To: Beth Hulse
Subject: From Oconee County: ken sposato, seneca, SC 29672 - taxes

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
From Oconee County: ken sposato - - - seneca, SC 29672
Return Email: ksposato@bellsouth.net
Area of Concern: taxes
Comments:

please leave taxes as is, no new taxes are necessary